

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY

NOVEMBER 10, 2026

LANDOWNERS' MEETING

3:30 P.M.

REGULAR BOARD MEETING

4:00 P.M.

GRAND HALL AT DEL WEBB
6008 Del Webb Way
AVE MARIA, FLORIDA 34142

www.avemariastewardshipcd.org

DISTRICT MANAGER

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
LANDOWNERS' MEETING
November 10, 2026
3:30 p.m.
Grand Hall at Del Webb
6008 Del Webb Way
Ave Maria, Florida 34142

A. Call to Order
B. Proof of Publication……...Page 1
C. Establish Quorum
D. Consider Adoption of Election Procedures……Page 3
E. Election of Chair for Landowners Meeting
F. Election of Secretary for Landowners Meeting
G. Approval of Minutes
    1. November 12, 2024 Landowners' Meeting Minutes…….Page 6
H. Election of Supervisors
    1. Determine Number of Voting Units Represented or Assigned by Proxy……..Page 8
    2. Nomination of Candidates
    3. Casting of Ballots…….....Page 9
    4. Ballot Tabulations
    5. Certification of the Results
I. Landowners' Comments
J. Adjourn

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Jennifer Hansen, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, NOTICE OF LANDOWNERS' MEETING AND REGULAR BOARD MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (NOVEMBER 10, 2026) was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 10/14/2026 until 10/22/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

by: Jennifer Hansen DC
(Affiant Signature)

Jennifer Hansen
(Affiant Printed Name)
Sworn to and subscribed before me this 10/26/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

DC
(Deputy Clerk Signature)

Stephanie Martinez 10/26/26
(Deputy Clerk Printed Name) Date

NOTICE OF LANDOWNERS' MEETING AND REGULAR BOARD MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (NOVEMBER 10, 2026)

Notice is hereby given to the public and all landowners within Ave Maria Stewardship Community District (**"District"**) the location of which is located in Collier County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors (**"Board"**, and individually, **"Supervisor"**). Immediately following a meeting of landowners, a Regular Board Meeting will be held for the Board to address District related items as noted on the agenda.

DATE:	November 10, 2026
TIME:	3:30 PM
PLACE:	Grand Hall at Del Webb 6008 Del Webb Way Ave Maria, Florida 34142

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (**"District Manager's Office"**). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The Board meeting and the landowners' meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Allyson Holland
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: COLLIER COUNTY WEBSITE MIDNIGHT ON WED., 10/14/26 UNTIL MIDNIGHT ON THURS., 10/22/26

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 2004-461, Laws of Florida, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors of the Ave Maria Stewardship Community District ("District"). The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting, and a Secretary shall also be elected for recording purposes. The purpose of the meeting is to elect three people to serve as a Board Supervisor of the District.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairman shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairman shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated. Candidates must be U.S. Citizens and residents of the State of Florida.

4. Voting

Each Landowner shall be entitled to cast one vote for each acre, or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre may cast one vote for each of the three positions. An owner of two acres may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance, and the total number of votes by acreage to which each claims to be entitled, with the District's Manager, who will be in attendance at the meeting; or with the elected Secretary of the meeting.

b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.

c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

The Chairman will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board of Supervisors. Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

The two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson. As such, there will always be a total of three seats up for election at each Landowners' Meeting.

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and attempt to determine the legality of the contested ballots. Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of Annual Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.

b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

c) These procedures are intended to serve as guidelines for the Landowners' Meeting of the District and may be amended from time to time.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
LANDOWNERS' MEETING
NOVEMBER 12, 2024

A. CALL TO ORDER

The November 12, 2024, Landowners' Meeting of the Ave Maria Stewardship Community District was called to order at 8:22 p.m. at the Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Landowners' Meeting had been published in the *Naples Daily News* on October 16, 2024, and October 23, 2024, as legally required.

C. ESTABLISH QUORUM

A quorum was established with the attendance of David Genson.

D. CONSIDER ADOPTION OF ELECTION PROCEDURES

There was a **motion** and a second from the floor, approving the adoption of the Election Procedures. The **motion** passed.

E. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

There was a **motion** and a second from the floor, electing Thomas Peek as the Chair for the Landowners' Meeting. The **motion** passed.

F. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

There was a **motion** and a second from the floor, electing Ms. Holland as the Secretary for the Landowners' Meeting. The **motion** passed.

G. APPROVAL OF MINUTES

1. November 1, 2022, Landowners' Meeting

The minutes from the November 1, 2022, Landowners' Meeting were approved, as presented, on a **motion** and a second from the floor. The **motion** passed.

H. ELECTION OF SUPERVISORS

1. Determine Number of Voting Units Represented or Assigned by Proxy

Mr. Wodraska announced that Ave Maria Development had 7,627 proxies and the following residents each had one voting unit: Robb Klucik, Mark Radde, John Lanham, Bea Sanford, Kevin Shang, Barry O'Brien, and Ronny Lambotte (7 voting units) for a total of 7,634 votes.

2. Nomination of Candidates

Mr. Genson stated that the landowners planned on electing Nick Casalanguida and Naomi Robertson and nominated them as such. There were other nominations for Manual Milanes and Donald Trump.

3. Casting of Ballots

4. Ballot Tabulations

Casalanguida: 7,631 votes

Robertson: 7,631 votes

Note: Resident ballots included Casalanguida, Robertson, write-ins including Manuel Milanes, Donald Trump, self-write-ins, or left blank.

5. Certification of the Results

Nick Casalanguida and Naomi Robertson were deemed elected for four-year terms, expiring in November 2028. The results of the election were certified.

I. LANDOWNERS' COMMENTS

There were no other landowner comments.

J. ADJOURNMENT

There being no further business to address, the Landowners' Meeting adjourned at 8:38 p.m. There were no objections.

_____ _____

Secretary/Assistant Secretary **Chair/Vice-Chairman**

LANDOWNER PROXY

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 10, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Ave Maria Stewardship Community District to be held at Grand Hall at Del Webb, 6008 Del Webb Way, Ave Maria, Florida 34142 on November 10, 2026 at 3:30 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of a member of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

_____
Printed Name of Legal Owner

_____ _____
Signature of Legal Owner Date

Parcel Description	**Acreage**	**Authorized Votes**
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Chapter 2004-461(4), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 10, 2026

For Election (1 Supervisor): The candidate receiving the highest number of votes will each receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Ave Maria Stewardship Community District and described as follows:

Description	**Acreage**
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
4		

Date: _____ Signed: _____
Printed Name: _____

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
November 10, 2026
4:00 p.m.
Grand Hall at Del Webb
6008 Del Webb Way
Ave Maria, Florida 34142
TO JOIN VIA ZOOM: https://us02web.zoom.us/j/84779450200
MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

A. Call to Order

B. Pledge of Allegiance

C. Invocation

D. Proof of Publication……Page 12

E. Seat New Board Members

F. Administer Oaths of Office

G. Review Board Members Responsibilities and Duties

H. Establish a Quorum

I. Consider Resolution No. 2026-23 – Canvassing and Certifying Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statues…….……Page 14

J. Consider Resolution No. 2026-24 – Redesignating Officers……..……....Page 16

K. Additions or Deletions to Agenda

L. Comments from the Public on Agenda Items

M. Approval of Minutes

1. October 6, 2026 Regular Board Meeting Minutes……..……...Page 17

N. **Public Hearing – Rules of Procedure**

1. Proof of Publication……...Page 26
2. Receive Public Comments on District's Rules of Procedure
3. Consider Resolution No. 2026-25 – Adopt Rules of Procedure……Page 31

O. Old Business

1. AMSCD Projects Update……..…….....Page 105
2. Consider Preliminary Lease Agreement with Ave Maria South Park Industrial, LLC for District Operations Office Space……...Page 106

P. New Business

1. Consider Resolution No. 2026-26 – Adopting a Fiscal Year 2025/2026 Amended Budget…….Page 147
2. Consider Resolution No. 2026-27 – Adopting a Fiscal Year 2025/2026 Amended Budget for Master Irrigation Utility System……..Page 164
3. Consider Resolution No. 2026-28 – Adopting Annual Report of Goals, Objectives, and Performance Measures and Standards……..……..Page 167

4. Consider Change Order No. 1 to Haskins Inc. for Arthrex Commerce Park Ph.3 Agreement……..Page 174
5. Consider Resolution No. 2026-29 – Accepting Engineer's Certification and Declaring Series 2023 Bonds Project Complete…….Page 177
6. Consider Resolution No. 2026-30 – Adopting Construction and Maintenance Services Prequalification Criteria and Procedures and Setting a Public Hearing……Page 185

Q. Administrative Matters

1. Legal Report
2. Engineer Report
3. Manager's Report
   - Financials……..Page 208

R. Final Public Comments

S. Board Member Comments

T. Adjourn

***Public Comment will be limited to three minutes (3:00) with no rebuttal**

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Jennifer Hansen, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, NOTICE OF LANDOWNERS' MEETING AND REGULAR BOARD MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (NOVEMBER 10, 2026) was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 10/14/2026 until 10/22/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

by: Jennifer Hansen DC
(Affiant Signature)

Jennifer Hansen
(Affiant Printed Name)
Sworn to and subscribed before me this 10/26/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

DC
(Deputy Clerk Signature)

Stephanie Martinez 10/26/26
(Deputy Clerk Printed Name) Date

NOTICE OF LANDOWNERS' MEETING AND REGULAR BOARD MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (NOVEMBER 10, 2026)

Notice is hereby given to the public and all landowners within Ave Maria Stewardship Community District (**"District"**) the location of which is located in Collier County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors (**"Board"**, and individually, **"Supervisor"**). Immediately following a meeting of landowners, a Regular Board Meeting will be held for the Board to address District related items as noted on the agenda.

DATE:	November 10, 2026
TIME:	3:30 PM
PLACE:	Grand Hall at Del Webb 6008 Del Webb Way Ave Maria, Florida 34142

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (**"District Manager's Office"**). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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Allyson Holland
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: COLLIER COUNTY WEBSITE MIDNIGHT ON WED., 10/14/26 UNTIL MIDNIGHT ON THURS., 10/22/26

RESOLUTION 2026-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2004-461, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ave Maria Stewardship Community District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, (the "Act") being situated entirely within Collier County, Florida; and

WHEREAS, pursuant to the Act, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District, or as otherwise required by the Act, for the purpose of electing supervisors of the District until such time as the Board of Supervisors can be elected by qualified electors of the District; and

WHEREAS, such landowners meeting was held on November 10, 2026, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 4 Votes _____

SECTION 2. In accordance with the Act and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office:

_____ 4-year term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of November 2026.

ATTEST:	**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

RESOLUTION 2026-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Ave Maria Stewardship Community District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to re-designate certain Officers of the District following the landowner elections of new supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of November 2026.

ATTEST:

_____
Secretary / Assistant Secretary

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

_____
Chairperson, Board of Supervisors

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
OCTOBER 6, 2026
4:00 p.m.
Grand Hall at Del Webb
6008 Del Webb Way
Ave Maria, Florida 34142
TO JOIN VIA ZOOM: https://us02web.zoom.us/j/84779450200
MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

A. CALL TO ORDER

The October 6, 2026, Regular Board Meeting of the Ave Maria Stewardship Community District (the "District") was called to order at 4:00 p.m. at Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142. It was noted that this meeting was being recorded.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Fiscal Year 2026/2027 Regular Board Meeting Schedule had been published from September 28, 2026, until September 30, 2026, on the publicly accessible website *https://notices.collierclerk.com*, *as designated by Collier County*, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors:

Seat No. 1: Supervisor	Nick Casalanguida	Present via Zoom
Seat No. 2: Supervisor	Naomi Robertson	Present
Seat No. 3: Supervisor	Robb Klucik	Present
Seat No. 4: Chairman	Jay Roth	Present
Seat No. 5: Vice Chairman	Tom DiFlorio	Present

District Staff in attendance were:

District Manager	Allyson Holland	Special District Services, Inc.
District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson (via Zoom)	Barron Collier Companies

Also present were the following:

Cee Cee Marinelli, Donny Diaz, Commissioner Bill McDaniel, and approximately 25 members of the public. There were also approximately 15 people present via Zoom.

F. ADDITIONS OR DELETIONS TO AGENDA

[Recording time: 1:31 – 3:27]
Mr. DiFlorio requested the Board's approval to move forward with the zip code update. Mr. Roth stated that this could be added under Old Business item I.4.

Ms. Holland noted that she had added Mr. Casalanguida's name and signature line to the Proclamation for Father Vidal and would get all original Supervisor signatures. She originally left his name off the Proclamation because he was not present in-person to sign and Ms. Holland thought Mr. Klucik wanted the original signed Proclamation [immediately] after the meeting. Mr. Klucik asked Ms. Holland to adjust the Proclamation [formatting] so that it fit on one page, making it easier to frame. Ms. Holland agreed to adjust the font size and margins.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously accepting the agenda, as modified.

G. COMMENTS FROM THE PUBLIC

[Recording time: 3:30 – 17:00]

Mr. Figueroa provided a letter to the Board and spoke regarding the 2027 Master Bonds. He acknowledged that the District was making progress and he was pleased to see Raymond James. He reminded the Board that he questioned the bond managers in 2025. Mr. Figueroa commented on Raymond James and MBS both included on the letterhead and requested an explanation regarding why both firms were listed. He commented on the underwriter and placing agent. Ms. Holland explained that she met with Mr. Figueroa earlier in the week and confirmed that his questions would be addressed later during the meeting.

Mr. Colker commented on the Pope John Paul II Boulevard and Camp Keias Road roundabout. He stated that the legs of the roundabout were intended to be balanced for traffic flow and he was concerned because Latitude originally stated that their traffic would be temporary and incidental to Ave Maria. He was concerned that claims presented before Collier County and the District did not align with reality. Mr. Colker also commented on the methodology agenda item. He stated that he was wrong and he misunderstood the definition of a special benefit. He referenced Ms. Willson's memorandum previously provided in the meeting book. Mr. Colker reviewed his understanding of special benefit and development rights. He stated that Latitude was given development rights by the County that it would not have gotten without Ave Maria. He requested a fair a reasonable assessment, not a pre-determined outcome, while determining the special benefits to Latitude in the methodology study.

H. APPROVAL OF MINUTES

1. September 1, 2026, Regular Board Meeting

[Recording time: 17:04 – 17:28]
The minutes of September 1, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously approving the minutes of the September 1, 2026, Regular Board Meeting.

I. OLD BUSINESS

1. District Projects Update

[Recording time: 17:30 – 19:10]
Ms. Holland summarized the project updates. Ms. Holland stated that Peninsula Engineering was looking into Mr. DiFlorio's question from the last meeting regarding golf carts turning left out of the Water Park onto Anthem Parkway. Potential solutions include widening the existing 8' sidewalk on the south side of Anthem Parkway from Ave Maria Boulevard to the Water Park or amending the Golf Cart Ordinance to allow golf carts on the roadway. The District's website was updated with a new format on Monday. Ms. Holland will continue to review and make updates and improvements, including District project updates and information regarding the elections. Ms. Holland met with Mr. Klucik earlier this week to discuss options for improving the intersection on Ave Maria Boulevard at Assisi and Avila. Ms. Holland is looking into these options and will report back to the Board.

2. Consider Addendum to Agreement with Real Estate Econometrics, Inc. for Methodology Consultant Services

[Recording time: 19:12 – 38:20]
Ms. Holland presented this item and explained that the Board had previously authorized staff to enter into negotiations with Real Estate Econometrics, Inc. for methodology consultant services to determine special and specific operating and maintenance benefit assessment to the Latitude parcel, the one-thousand acres east of Camp Keais Road. Russ Weyer, president of Real Estate Econometrics, Inc., prepared a proposal, which was included in the meeting book on Page 18. Mr. Weyer was available via Zoom for any questions. The District did not budget for this methodology report in the FY 26/27 budget, but there is a line item for Professional Services in the amount of $50,000, and the fee for the proposed methodology is $20,000. Ms. Willson prepared the standard addendum to the agreement incorporating statutorily-required terms in accordance with District procedures. Mr. Klucik asked Mr. Weyer if he had heard Mr. Colker's remarks and Mr. Weyer confirmed that he had. Mr. Weyer responded that he would approach this methodology as he approaches all methodologies; to determine their special and particular benefit derived from the parcels of land within the Latitude parcel. Trip generation and administrative costs would be considered based on the [special] benefit those parcels are receiving. Mr. Klucik asked Mr. Weyer to confirm the same criteria would be used and Mr. Weyer confirmed it would. Mr. DiFlorio asked about the park that was discussed during the Board of County Commission meeting would be considered. Mr. Weyer asked if the park would be in the Latitudes property. Mr. DiFlorio responded that it was on the Ave Maria side of Camp Keias, strictly for Latitude's use. Mr. Weyer responded that he has not researched that information yet, but he would address it with the methodology report. Mr. Klucik commented on the signs at the parks that they are for Ave Maria residents only. He commented on the minimum amount of parkland required for the SRA. Mr. Casalanguida responded to Mr. Klucik's comments and stated that there was no manipulation and the developer would follow through with the SRA requirements. Discussion ensued regarding parkland and SRA requirements, including the benefits and availability/accessibility to the community. Mr. DiFlorio asked Mr. Weyer how long it would take him to complete the methodology and Mr. Weyer responded 30 to 60 days.

A **motion** was made by Ms. Robertson, seconded by Mr. Casalanguida and passed unanimously approving the Addendum to the Agreement with Real Estate Econometrics, Inc. for Methodology Consultant Services.

3. Receive Update on Sign Replacement at Oil Well Road Entry Feature

[Recording time: 38:22 – 45:30]
Ms. Holland introduced this item and explained that Mr. Genson had spoken at the September meeting regarding the community's feedback on the blue AVE MARIA letters at the entry feature to Ave Maria at Oil Well Road. He stated that Ave Maria Development would consider other options to replace the blue letters and that Ave Maria Development would fund the replacement cost. Ms. Holland introduced Ms. Cee Cee Marinelli to present an update to the Board. Ms. Marinelli explained that they were evaluating several options, pulling everything together including landscape enhancements. She updated the Board on the developer/way-finding signage throughout the community and stated that they were still waiting on permits from Collier County. She confirmed that the Ave Maria Catholic Academy and Sunflower Bank would be updated on the recently installed signs. Ms. Marinelli also advised on the new Anthem Square retail building that would begin construction in 2027 and revealed a few potential tenants. She also explained that the South Park Industrial flex building would be constructed near the Ave Maria Utility Company site, set to begin construction in 2027. Ms. Marinelli also provided an update on the future sod farm property, wherein the land plan was still being finalized, with the hopes to start construction in 2028. In addition, Ms. Marinelli provided a few additional updates on the town center, cell towers, and EV chargers. Mr. Klucik asked about the shape of the letters on the entry feature and Ms. Marinelli confirmed the shape would not change.

4. Receive Update on Zip Code

[Recording time: 45:33 – 47:00]
Mr. DiFlorio advised that he had spoken with Mr. Askar, who was running for Congress, at a meeting last month. At that meeting, Mr. Askar stated that he would bring a post office and a new zip code to Ave Maria. Mr. DiFlorio requested the Board's approval to work with Mr. Askar on this matter. The Board unanimously authorized Mr. DiFlorio to collaborate with Mr. Askar to establish a post office and independent zip code for Ave Maria.

J. NEW BUSINESS

1. Receive Update on Ave Maria Boulevard & Discovery Drive Roundabout

[Recording time: 47:02 – 59:40]
Mr. Genson presented this item and displayed an exhibit on the screen and provided hard copies to the Supervisors. Mr. Genson explained that the proposed roundabout was located on Ave Maria Boulevard and that it would tie into the existing Arthrex Commerce Park Ph 3 project and the future sod farm project. He explained that this project would be part of the 2027 bond issuance. Mr. Genson stated that the future traffic generation in this vicinity would warrant a roundabout. He also explained the changes to the existing chicane just north of Oil Well Road. Discussion ensued amongst the Board Members regarding the location of the roundabout and the benefits. Ms. Holland noted that the current plans for Arthrex Commerce Park Ph 3 [current District project] included turn lanes on Ave Maria Boulevard and that those turn lanes would not be constructed if the Board approved the proposed roundabout. Discussion ensued regarding the crosswalks and line-of-sight safety for both signage and landscaping. Mr. Klucik asked about installing a statement tree in the roundabout, potentially from the vacant town center lots. Mr. Genson stated that they intended to limit the impact to the existing vegetation in this area and confirmed that there were large Oak trees in the vacant town center lots that could be relocated. Mr. DiFlorio stated that he loved Oak trees but requested line-of-sight not be impaired. Mr. Genson agreed and confirmed that would be considered. Mr. Genson explained that some of the existing Oak trees would need to be removed and they could look into root pruning the trees now in an effort to relocate the trees.

2. Consider Change Orders in Conjunction with the Anthem Parkway Ph. 5B Project

a. **Change Order No. 3 with Earth Tech Enterprises, Inc.**
b. **Change Order No. 3 with O'Donnell Landscapes, Inc.**

[Recording time: 59:41 – 1:02:20]
Ms. Holland provided a brief history of each change order and explained that both change orders brought before the Board were deductive. The credits for Earth Tech Enterprises, Inc. included earthwork and other miscellaneous items including silt fence and Bahia sod that were removed from the scope of work. The credits for O'Donnell included unused sod and plant materials that were not needed as a result of changes to the plans. Should the Board approve the change orders, the contractors will both be able to submit their final invoices for the Anthem Parkway Phase 5B project. Mr. Roth asked if these change orders were related to Emerson Park [Madison Street]. Ms. Holland stated they were not, further explaining that this change order was related to the area on Anthem Parkway that Pulte [Gather Point] would maintain as they installed irrigation and sod, and the Board previously approved a Landscape and Maintenance Easement for this area.

A **motion** was made by Ms. Robertson, seconded by Mr. DiFlorio and passed unanimously approving Change Order #3 with Earth Tech Enterprises, Inc., as presented.

A **motion** was made by Mr. Klucik, seconded by Ms. Robertson and passed unanimously approving Change Order #3 with O'Donnell Landscapes, Inc., as presented.

3. **Consider Approval of Temporary Construction Easement for Camp Keais Road and Pope John Paul II Boulevard Roundabout Construction**

[Recording time: 1:02:22 – 1:08:45]
Ms. Holland presented this item and explained that during the September Board Meeting, Jacobs Engineering [design consultant] presented the proposed roundabout at Camp Keais Road and Pope John Paul II Boulevard. The Board received the presentation and directed staff to move forward with a Temporary Construction Easement Agreement (TCE). District Legal Counsel prepared the TCE with input from the District Manager, the District Engineer and Jacobs Engineering. Jacobs Engineering prepared an exhibit to accompany the agreement as well as the latest set of construction plans, which were included in the meeting book starting on Page 35, to accompany the TCE. Ms. Holland explained that the TCE covers Pope John Paul II Boulevard from the east leg. Ms. Willson explained that the TCE authorizes the removal and replacement of infrastructure and she reviewed the language in the TCE. Ms. Willson noted that the plans were not finalized and they were subject to modification and County approval. Discussion ensued amongst the Board Members regarding the of use the roadway, the construction that would take place, and the insurance requirements. Mr. Heldorfer added that any damage would be replaced in kind at no cost to the District.

Mr. Roth made a **motion** and it passed unanimously, approving the Temporary Construction Easement for the Camp Keais Road and Pope John Paul II Boulevard Roundabout Construction.

4. **Consider Authorization to Proceed with Preliminary Items Associated with 2027 Master Bond Issuance**
    a. **Consider Approval of Engagement Letter for Investment Banking Agreement – Raymond James & Associates, Inc. for 2027 Master Bonds**
    b. **Consider Authorization for Real Estate Econometrics, Inc. to Prepare Series 2027 Master Bonds Supplemental Assessment Methodology Report (Phase 6 Master Infrastructure Improvements)**
    c. **Consider Approval of Financing Team Agreement – 2027 Master Bonds**

d. Authorize District Engineer to Commence Preparation of the Seventh Sub-Master Supplemental Engineer's Report for the Phase 6 Project

[Recording time: 1:08:48 – 1:29:00]
Ms. Holland introduced this item. She explained that the District had been requested to consider the issuance of the Series 2027 Capital Improvement Revenue Bonds (2027 Bonds) for the purpose of financing the acquisition/construction of the Phase 6 Master Infrastructure Improvements within the District. The Developer reviewed its current development plan and associated master public infrastructure. Preliminary anticipated projects to be associated with the 2027 Bonds include master public infrastructure associated with Peek Way Extension Phase 1, Sod Farm Phase 1, and Arthrex Commerce Park Phase 3B, for which costs are anticipated to be approximately $30 Million. Detailed scope and cost projections are being prepared and evaluated. Ms. Willson presented the Agreement for Underwriting Services with Raymond James for the 2027 Master Bonds and noted that Mr. Bulleit and Ms. Hawn from Raymond James were available for questions. She explained that the MBS Group had joined the Raymond James team in August of 2026 and that the agreement was with Raymond James. The agreement includes the same fee structure that has been in place for prior deals, [greater of $50,000 or 1.3% of par amount of bonds], with the District. Discussion ensued amongst the Board Members regarding speakers during Board Meetings and the agreement. Mr. DiFlorio commented that Mr. Figueroa asked valid questions and he would like to hear the responses. Mr. Bulleit provided a brief overview of the transition to Raymond James. Mr. Klucik asked if the other bonds were affected by the acquisition and Mr. Bulleit that they were not; once the deal is closed, they only provide support to the District as needed. Mr. Roth asked about the fees and Ms. Willson confirmed that the proposed fee was less than she typically sees with other Districts. Mr. Bulleit confirmed that this was their lowest fee due to the continual outstanding relationship with the District.

Mr. Roth made a **motion** approving the Agreement for Underwriting Services with Raymond James for the 2027 Master Bonds, and it passed unanimously.

Mr. Klucik asked if the roundabout conversion at Ave Maria Boulevard and Anthem Parkway would be in the 2025 bonds or the 2027 bonds. Ms. Willson explained that, as noted in the agenda materials, there were anticipated updates to the Master 2025 bond project, which includes the roundabout and that will be presented to the Board for consideration in December.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously authorizing Real Estate Econometrics to prepare a Methodology Report for the Series 2027 Master Bond issuance for the Phase 6 Master Infrastructure Improvements. There was no further discussion regarding this matter.

Mr. Roth asked if there were any comments on the Financing Team Funding Agreement – 2027 Master Bonds. Mr. Willson clarified that the agreement was similar to prior funding agreements and Ave Maria Development would fund any necessary costs in the event the costs were incurred prior to issuing bonds or in the event the bonds were not issued.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously approving the Financing Team Funding Agreement – 2027 Master Bonds.

Mr. Roth confirmed that Ave Maria Development would absorb the costs incurred prior to the bond issuance or if they are not issued. Ms. Willson confirmed that was correct.

Mr. Roth asked if there were any comments on the preparation of the engineer's report. Mr. Klucik stated that he did not want to make the same mistake on this engineer's report as what had happened in the past. He stated that staff needed to scour the engineer's report to make sure the District was not paying for things

that do not benefit everyone. He further indicated that the Board needed to be sure the professionals brief the Board on all project details to ensure the initiatives serve the best interests of all residents. Mr. Roth agreed with Mr. Klucik.

Mr. Roth made a **motion** and it passed unanimously authorizing the District Engineer to commence preparation of the Seventh Sub-Master Supplemental Engineer's Report for the Phase 6 Project.

5. Consider Preliminary Lease Agreement with Ave Maria South Park Industrial, LLC for District Operations Office Space

[Recording time: 1:29:02 – 1:37:45]
Ms. Holland presented this item. She explained that during the Budget Workshop in May 2026, staff updated the Board on a new office space opportunity for District Operations near the Utility Plant, which is scheduled for completion in August 2027. The Board unanimously passed the FY 2026/2027 budget, which included rent for District Operations' office space. Staff has been working with Ave Maria South Park Industrial, LLC (AMSPI) and has provided a Preliminary Lease Agreement for District Operations' office space starting on Page 100 of the meeting book. She explained that Unit No. 203 in the industrial building is comprised of 1,250 SF and will be used for storage for the mini-trucks, tools, equipment, and storage for other operations items. The unit includes approximately 400 SF of office space under air and 850 SF of warehouse/storage with an overhead garage door. The District will be required to furnish the office, including tables, chairs, internet, and cable. The Lease Agreement between AMSPI and the District includes a commencement date of approximately August 1, 2027, and ends on September 30, 2028 (14 months to align the cost of the first year's rent with the District's fiscal year).

Ms. Holland explained that there would be no rent payments for the District during FY 2026/2027; the rent would begin sixty (60) days after the commencement date. The rent will be $32,499.96 annually in FY 2027/2028, to be paid in twelve (12) monthly installments of $2,708.33. She stated that District staff recommends the Board approve the preliminary lease agreement in substantial form. District staff will bring a supplement to this Lease to memorialize the Commencement Date, Rent Commencement Date, and the expiration of the Lease Term before the Board for consideration once it has been finalized. Ms. Willson clarified that she did not anticipate modifying the agreement, so she does not believe it needs to be approved in substantial form. Mr. Klucik clarified the location and asked who the other tenants were. He stated that he did not see a rush to approve this and he would like to see comparables for similar uses, including rent and cost per square foot. He stated that Ave Maria was notorious for having high rent. Ms. Robertson stated that she did know how much rent would increase after the first year. Ms. Holland confirmed that the annual increase was included in the agreement. Discussion ensued amongst the Board Members. Mr. Klucik requested delaying this item by one month to allow staff the time to complete due-diligence and bring back comparables and provide answers. Mr. Genson agreed to table this for a month and stated that Ave Maria Development would provide answers. The Board unanimously agreed to table this item and bring it back in November.

6. Consider Seventh Amendment to Agreement with Davey Tree Expert Company

[Recording time: 1:37:48 – 1:48:40]
Mr. Casalanguida noted that he would be leaving the meeting.

Ms. Holland presented this item. She explained that Davey Tree Expert Company (Davey) had been providing landscape and irrigation services for the District since October 2023 in accordance with contract terms and conditions. On September 22, 2026, Davey approached staff with a letter regarding implementation of a 3.0% petroleum cost adjustment driven by a recent surge in oil and fuel prices due to conflict in the Middle East. Davey previously absorbed rising fuel and material costs but advised it can no

longer sustain the full impact of the past month's extraordinary increases. Davey explained that this was not a permanent rate increase; they will review the fee monthly and remove it once the US Energy Information Administration (EIA) national average for diesel fuel drops back to $3.76 per gallon. Ms. Holland explained that the current agreement with Davey does not contemplate this increase. Consequently, District Legal Counsel incorporated the temporary cost adjustment into the proposed seventh amendment to the agreement. Ms. Holland noted that no other District contractors had requested any cost adjustments due to the rising fuel costs. Ultimately, the decision was at the discretion of the Board. Ms. Holland introduced Mr. Mollberg with Davey to answer any questions from the Board regarding the 3% adjustment. Mr. Mollberg introduced himself and thanked the Board for having him. Mr. Roth asked how much was anticipated with the increase and if the additional costs were budgeted. Ms. Robertson asked how they would measure the fuel increase and how fuel costs would be tracked. Ms. Holland responded that Davey planned to add 3% to each invoice submitted to the District. Discussion ensued amongst the Board Members, including potentially tabling this item for another month. Mr. Mollberg explained that Davey would absorb the cost if the Board did not approve the amendment. Mr. Klucik stated that a contract was in place and he was not in favor of amending it to give them more money. Discussion ensued regarding the clarity of the 3% cost adjustment and the recent negotiation of the current contract. Ms. Holland confirmed the current contract took effect on October 1, 2026, and Mr. Klucik noted that fuel prices had risen well prior to that date. Consequently, Davey should have anticipated this increase before signing the agreement. The item failed for lack of action by the Board.

7. Consider Personal Code of Conduct for the Board of Supervisors of the District

[Recording time: 1:48:45 – 1:56:36]
Ms. Holland presented this item. She explained that in response to the Board's recent discussions regarding a code of conduct to provide higher standards of civility and decorum at District meetings, staff discussion options and District Legal Counsel prepared a Personal Code of Conduct based on other codes of conduct in place at other special districts. The draft policy focuses most specifically on meeting behavior and is included beginning on Page 128 of the meeting materials for Board for review and potential adoption. Mr. Klucik noted that item nine (9) had no mechanism for enforcement. He stated that he would still point things out and this would not change his behavior. Mr. DiFlorio asked what would happen if someone violated the code of conduct. Ms. Willson confirmed, as noted in the document, that the code would be unenforceable to avoid any first amendment concerns. Mr. Roth stated that if the Board adopts the policy, as a Board Member, the Board should support the code of conduct. Mr. Klucik responded that he would be professional, but he would continue to speak his mind. Discussion ensued amongst the Board Members. Ms. Robertson stated that the intent was to remind all that they were professional and to treat one another with respect and maintain a positive work environment.

A **motion** was made by Ms. Robertson, seconded by Mr. DiFlorio and passed unanimously approving the Personal Code of Conduct for the Board of Supervisors of the District.

8. Consider Proclamation for Father Vidal

[Recording time: 1:56:37 – 1:59:32]
Ms. Holland presented the item. She explained that Supervisor Klucik had requested Board approval to collaborate with her to prepare something to recognize Father Vidal and she drafted a proclamation. She acknowledged that she had received separate comments from Mr. Klucik, Mr. DiFlorio, and Mr. Lanham, which she incorporated into the proclamation. She asked Mr. Klucik to read the proclamation into the record and Mr. Klucik did so. Ms. Holland confirmed she would consolidate the proclamation to one page for all the Supervisors to sign.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously accepting the Proclamation for Father Vidal.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a. Financials

[Recording time: 1:59:47– 2:00:41] Ms. Holland indicated that the financials through August 2026 were included in the meeting book and noted an overage to the Irrigation Repairs and the Lake Maintenance line items. Ms. Holland mentioned that the O&M methodology would be updated this spring to address the Ave Maria Catholic Academy's prior request to waive the assessment, which would be at the discretion of the Board.

L. FINAL PUBLIC COMMENTS

[Recording time: 2:00:43 – 2:02:08]
Mr. Colker commented on the upcoming election where he is running against Mr. DiFlorio and thanked the Board for their service.

M. BOARD MEMBER COMMENTS

[Recording time: 2:02:10 – 2:08:16]
Mr. Klucik stated that since September 2026 he has been a resident in Ave Maria and how proud he is to be part of such a great community.

Mr. DiFlorio read a statement into the record regarding the time he has served on the Board and thanked many people, most importantly the residents, for the opportunity to serve, as he recognized this could be his last meeting.

Mr. Roth asked about the Landowners' Election and Ms. Holland responded that the Landowners' Election would be held on November 10, 2026, at 3:30 pm at Grand Hall at Del Webb and that residents [landowners] could vote at the meeting. She also confirmed that messaging regarding the election would be distributed via the Master Association and would be posted on the District's website.

N. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 6:09 p.m. There were no objections.

_____ _____

Secretary/Assistant Secretary **Chair/Vice-Chairman**

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Stephanie Martinez-Gonzalez, who on oath says that he or she is a
Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, NOTICE OF RULE DEVELOPMENT BY THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 10/06/2026 until 10/07/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

By: SM DC

(Affiant Signature)

Stephanie Martinez

(Affiant Printed Name)

Sworn to and subscribed before me this 10/07/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller

Jennifer Hanson D

(Deputy Clerk Signature)

Jennifer Hanson 10/7/26

(Deputy Clerk Printed Name) Date

NOTICE OF RULE DEVELOPMENT BY THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

In accordance with Chapter 2004-461, *Laws of Florida*, as amended, and Chapter 120, *Florida Statutes*, Ave Maria Stewardship Community District (the "**District**") hereby gives the public notice of its intention to develop revised Rules of Procedure (the "**Proposed Rules**") to govern the operations of the District. The rule number for the Proposed Rule of the District is 2026-1.

The revised Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the revised Rules of Procedure is to provide for efficient and effective district operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed revised Rules of Procedure includes Chapter 2004-461(4)(8)(e), (4)(8)(q) and (4)(22), *Laws of Florida*. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes*, Chapter 2004-461(4)(3), (4)(5), (4)(6), (4)(8)(e), (4)(8)(q), (4)(21), (4)(22), *Laws of Florida*.

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 or aholland@sdsinc.org.

Allyson Holland, District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: COLLIER COUNTY WEBSITE MIDNIGHT ON TUES., 10/06/26 TO MIDNIGHT ON WED., 10/07/26

Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Yani Fernandez, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, NOTICE OF RULEMAKING REGARDING THE REVISED RULES OF PROCEDURE OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT was published on the publicly accessible website https://notices.collierclerk.com as designated by Collier County, Florida on 10/13/2026 until 10/14/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.

by: _____
(Affiant Signature)

Yani Fernandez
(Affiant Printed Name)

Sworn to and subscribed before me this 10/14/2026

Crystal K. Kinzel, Clerk of the Circuit Court & Comptroller

by: _____
(Deputy Clerk Signature)

Jennifer Hansen — 10/14/26
(Deputy Clerk Printed Name) Date

NOTICE OF RULEMAKING
REGARDING THE REVISED RULES OF PROCEDURE OF
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

In accordance with Chapter 2004-461, *Laws of Florida*, as amended, and Chapter 120, *Florida Statutes*, the Ave Maria Stewardship Community District (the "**District**") hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (the "**Proposed Rules**"). The rule number for the Proposed Rules of the District is 2026-1. Prior notice of rule development relative to the Proposed Rules was published on the Collier County Website on October 6, 2026.

A public hearing will be conducted by the Board of Supervisors (the "**Board**") of the District on **November 10, 2026, at 3:30 p.m.** at the Grand Hall at Del Webb, 6008 Del Webb Way, Ave Maria, Florida 34142, relative to the adoption of the Proposed Rules.

The summary of, purpose and effect of the revised Rules of Procedure is to provide for efficient and effective district operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rules includes Chapter 2004-461(4)(8)(e), (4)(8)(q) and (4)(22), *Laws of Florida*. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes*, Chapter 2004-461(4)(3), (4)(5), (4)(6), (4)(8)(e), (4)(8)(q), (4)(21), (4)(22), *Laws of Florida*.

A statement of estimated regulatory costs, as defined in Section 120.541(2), *Florida Statutes*, has not been prepared relative to the Proposed Rules. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

For more information regarding the public hearing, the Proposed Rules, or for a copy of the Proposed Rules and the related incorporated documents, if any, please contact the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 or aholland@sdsinc.org (the "**District Manager's Office**").

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public

hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Allyson Holland
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: COLLIER COUNTY WEBSITE MIDNIGHT ON TUES., 10/13/26 TO MIDNIGHT ON WED. 10/14/26

RESOLUTION 2026-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ave Maria Stewardship Community District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 2004-461, *Laws of Florida*, as amended; and

WHEREAS, Chapter 2004-461, *Laws of Florida*, as amended, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 2004-461, *Laws of Florida*, as amended.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of November, 2026.

ATTEST:	**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

RULES OF PROCEDURE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

EFFECTIVE AS OF NOVEMBER 10, 2026

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Rule 1.0 General.

(1) The Ave Maria Stewardship Community District (the "District") was created pursuant to the provisions of Chapter 2004-461, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Chapter 2004-461(4)(3), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2004-461(4)(5)(b), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2004-461, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: §§ 112.3143, Fla. Stat, Ch. 2004-461(4)(3) and (4)(5), Laws of Florida

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these

rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(3), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07,119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. Alternatively public notice may be given by a publicly available website pursuant to Section 50.0311, Florida Statutes. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days prior to such meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding i) any confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comments
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
- (a) District Counsel
- (b) District Engineer
- (c) District Manager
  1. Financial Report
  2. Approval of Expenditures

Supervisor's requests and comments
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. If authorized by the Board, the Secretary shall include additional documents as attachments to the meeting minutes. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2004-461(4)(6), Laws of Florida. Once adopted in accord with Chapter 2004-461(4)(6), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of

the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative

agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(3), (4)(5) and (4)6), Laws of Florida, §§ 189.069(2)(a)16., 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, Chapter 2004-461, Laws of Florida, as amended, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2004-461, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to

those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been

filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as

provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: Ch. 2004-461(4)(8)(e), (4)(9)(u), (4)(15) and (4)(22), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(e) and (4)(22)(b), Laws of Florida

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Chapter 2004-461(4)(21)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located, or on a website in accordance with the requirement of law described herein and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such

consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be

selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 2004-461, Laws of Florida, but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located or on a website in accordance with the requirements of law described herein. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the district and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at het conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights to otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), by United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where they proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website as otherwise in accordance with Florida law as described herein. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, or hand delivery to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers e-mail (with a delivery and read receipt), by United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2004-461, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website in accordance with the requirements of law descried herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt) United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice

shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon

request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firm in order of preference listed.

(l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Fl, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located or published on a website in accordance with the requirements of law described herein. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, or hand delivery to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

    Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Packge. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of

competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, facsimile, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for int eh Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2004-461(4)(8)(e), (4)(8)(q) and (4)(21), Laws of Florida,
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Chapter 2004-461(4)(21)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, § 119.0701, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to

be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by e- mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a deliver and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

(7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon) 6/7/2022	Q2 2023	IPS #4: Q4 2026	100% Design 90% Construction	$10,264,854	*$13,100,000	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Anthem Parkway North: Roadway construction is complete. IPS 4: Bids for building construction due 11/19/26. Recharge Wells: Completion of recharge wells in progress.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	Q1 2025	Q4 2026	100% Design 95% Construction	$8,394,852	*$9,609,525	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Roadway construction is complete with the exception of the connection to Madison St.* *Connection at Madison St. (Emerson Park) has been approved as a separate phase of construction. Construction must be completed in order to close out the County PPL permit. NOTE: the 1-year maintenance period for Anthem Parkway Ph 5B begins upon completion of the final phase of construction. Accordingly, the County permit, and bond, must remain open for 1-year after the connection at Madison St has been completed, and approved by County.
Athrex Commerce Park Phase 3 12/26/2024	6/1/2025	6/30/2027	Mass Grading/Excavation - 99% Construction Roadway/Infrastructure 0% complete	TBD	$11,031,153	2025 Bonds Anticipated 2027 Bonds	David Hurst	AMD and District	Mass grading project is 99% complete. Roadway construction plans are approved and plat is recorded. Construction contracts are awarded and shop drawings are in production. Construction commenced early November. Plan modification for bridge re-design and elimination of connection to Ave Maria Blvd has been submitted for review and plans will be distributed for updated pricing. The connection to AMB will follow under a separate design/permitting/construction effort.
Distrct Website Update 1/23/2025	1/23/2025	12/30/2026	50%	TBD	TBD	N/A	AMSCD	Allyson Holland	Updates to website continue.
Crosswalk Intersection Improvements 8/27/2025	6/1/2025	9/30/2027	5%	$100,000	$0	FY 26/27 O&M Budget	TBD	Allyson Holland (District)	District Engineer is designing and permitting RRFBs at Bellera intersection; plans are in progress. District Manager and District Engineer are discussing proposed improvements at Avila and Assissi.
Ave Maria Blvd Entry Feature Design Alternatives 1/23/2026	10/14/2025	9/30/2027	10%	$70,000	$0	AMD and FY 26/27 O&M Budget	TBD	Allyson Holland (District)	Blue AVE MARIA lettering was installed in August. The faux rock was pressure washed and sealed prior to letter replacement. AMD is reviewing alternative AVE MARIA letter options and District staff is working on retrofitting the fountain pool for proper drainage and new landscaping including plants/flowers.
Collier County Partnership 3/30/2026	3/3/2026	12/1/2026	50%	TBD	TBD	TBD	Collier County	Allyson Holland (District)	County began ownership & maintenance of Oil Well Road street lights on Oct 1, 2026; BOCC terminated maintenance agreement effective 10/1. County-owned parcel is being discussed internally due to impact fee credits.
Board Seat Turnover Analysis 3/30/2026	3/3/2026	12/1/2026	75%	TBD	TBD	TBD	LJA	Allyson Holland (District)	On hold
Golf Cart Ordinance Update 7/29/2026	7/6/2026	7/1/2027	0%	TBD	$20,500 Traffic Study	O&M Budget	TCS	Allyson Holland (District)	Updates to Ordinace will be presented to Board in December.
Athrex Berm Update 7/29/2026	7/6/2026	12/1/2026	25%	TBD	TBD	TBD	AMD	Allyson Holland (District)	District Manager requested planting plans and schedule for berm north of Arthrex.
2027 Bonds 11/2/2026	TBD	TBD	0%	TBD	TBD	N/A	Multiple	Allyson Holland	Recommend postponing due to current interest rates and timing of construction projects.

LEASE AGREEMENT

1. PARTIES. This Lease Agreement ("Lease") is entered into as of the ___ day of _____, 2026, by and between **Ave Maria South Park Industrial, LLC, a Florida limited liability company** ("Landlord") and **Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, as amended,** with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410("Tenant"). Landlord's agent and point of contact is Cee Cee Marinelli, address 2600 Golden Gate Parkway, Naples, Florida 34105, phone: (239) 262-2600, email address cmarinelli@barroncollier.com ("Landlord's Agent").

2. PREMISES; CONSTRUCTION. Landlord leases to Tenant the improved real property described as Unit Number 203 ("Premises") located in the industrial building having an address of 5365 Ave Maria Boulevard, Ave Maria, Florida 34142 (the "Building"), as such address may be subject to the change to the extent address is modified by Collier County. The Premises is comprised of approximately 1,250 leasable square feet. The Building, together with an adjacent building (the "Adjacent Building") are owned by Landlord and situated in South Park Industrial Park (the "Park"). A graphic depiction of the Premises, the Building and the Adjacent Building within the Park is attached hereto as Exhibit A. Upon completion of construction, Collier County may assign a different unit number to the Premises and/or Building. If that occurs, both parties agree to execute a supplement to memorialize that change.

Buyer acknowledges that construction of the Premises has not yet commenced and/or is not yet complete. Landlord shall cause the construction of the Premises, at Landlord's expense, to be completed in accordance with the plans and specifications on file with the Landlord's Agent (the "Plans and Specifications"). Tenant acknowledges having received the Plans and Specifications or has been offered the opportunity to review them. Landlord reserves the right to make changes to the Plans and Specifications as may be necessitated or reasonably required in order to obtain the applicable permits from the applicable governmental entities or as reasonably required by applicable building codes or construction requirements in the field. The Plans and Specifications contemplate Landlord constructing the Building and building-out the interior of the Premises as a "vanilla shell" pursuant to the specifications described within Exhibit C attached hereto (the "Landlord's Work"); however, Tenant shall be responsible for all other improvements, together with furnishing and decorating the interior of the Premises for Tenant's Permitted Use (as defined below). Any fixtures, appliances or improvements added, or made by Landlord, as applicable, to the Premises shall remain the property of Landlord after the expiration of this Lease. Upon Substantial Completion (as defined below) of Landlord's Work, Landlord shall deliver possession of the Premises to Tenant. For the purposes of this Lease, "Substantial Completion" shall mean the date Landlord notifies Tenant that Landlord's Work is substantially complete as determined by Landlord. Landlord shall make a good faith effort to achieve Substantial Completion and deliver possession of the Premises to Tenant by August 1, 2027; however, Landlord shall not be responsible for any delays in completing Landlord's Work or delivering the Premises to Tenant. Landlord shall work diligently and in good faith to complete any Punchlist items. Tenant shall not be permitted to perform any work in the Premises prior to Landlord delivering possession to Tenant.

3. TERM. The Lease term shall commence on the date Landlord delivers possession of the Premises to Tenant following Substantial Completion ("Commencement Date") and end fourteen (14) months after the Rent Commencement Date (as defined in Section 4, below) ("Lease Term"). The parties agree to execute a supplement to this Lease to memorialize the Commencement Date, Rent Commencement Date and the expiration of the Lease Term.

4. RENT PAYMENTS, SECURITY DEPOSIT, TAXES AND CHARGES. Beginning sixty (60) days after the Commencement Date ("Rent Commencement Date"), Tenant shall pay rent in the amount of Two Thousand Eighty-Three and 33/100 Dollars ($2,083.33) per month (excluding taxes) ("Rent"). Rent shall be paid monthly on the 1st day of each at Landlord's Agent's address set forth above. Upon execution, Tenant shall pay to Landlord Two Thousand Seven Hundred Eight and 33/100 Dollars ($2,708.33) as first month's Rent, and a security deposit in the amount of Two Thousand Seven Hundred Eight and 33/100 Dollars ($2,708.33) ("Security Deposit"). Tenant shall pay a late charge in the amount of $150.00 for each rent payment made (7) days after the day it is due. Landlord shall be permitted to make a claim on the Security Deposit according to Florida law if damage is done to the Premises or the contents beyond normal wear and tear; additional charges are incurred during the Tenant's occupancy, such as unpaid utility charges; key replacement for lost keys; or other costs or fees caused by Tenant. Tenant shall be liable for any damages to the Premises above normal wear and tear, even if such damage exceeds the Security Deposit. Landlord shall return any remaining portion of the Security Deposit to Tenant within ten (10) days of the termination of the Lease.

5. EXPENSES.

i. Beginning on the Rent Commencement Date, in addition to the payment of Rent, Tenant covenants and agrees to pay, in the same manner and at the same time as Rent, for the following expenses in connection with the Premises:

a. Tenant's pro rata share of the Premises' relevant allocation as set forth below of all Expenses (as defined below) related to the Building; and
b. Tenant's pro-rata share of the Building's relevant allocation as set forth below of all Expenses related to the common areas in the Park.

In addition, Tenant shall be responsible for any and all sales, use or occupancy taxes imposed by governmental authorities on any sums paid by Tenant pursuant to this Lease.

ii. The Park consists of two (2) buildings, the leasable square footages of which are as follows:

Building 1 (Adjacent Building)	9,958 leasable square feet
Building 2 (Building) (where the Premises is located):	4,968 leasable square feet

With respect to Expenses for the Building, Tenant's pro-rata share is **25.17%**, derived from a fraction where the numerator is the leasable square feet of the Premises and the denominator is the total leasable square footage of the Building. Tenant's pro-rata share shall be adjusted to reflect any change in the square feet

of leasable square feet in the Premises or in the Building.

With respect to Expenses for the common area maintenance associated with the landscaping, parking lot expenses and other grounds related maintenance in the Park, Tenant's pro-rata share is **8.38%**, derived from a fraction where the numerator is the leasable square feet of the Premises and the denominator is the total leasable square footage of all leasable space in the Park. Tenant's pro-rata share shall be adjusted to reflect any change in the square feet of leasable square feet in the Premises or in the Park.

iii. Tenant's total pro-rata share of Expenses in the first Lease Year is estimated to be $6.00 per leasable square foot, which includes $.10 per leasable square foot as a reserve for future repairs or replacements.

iv. It is the intention of Landlord and Tenant that this Lease is a triple-net lease, and Tenant is to pay its pro-rata share of all expenses relating to the Premises both as to the Building and to the Park. The expenses ("Expenses") shall include, without limitation: (a) real estate taxes; (b) all insurances including fire insurance, windstorm insurance, extended coverage insurance, flood insurance, and liability insurance; (c) grounds maintenance, including upkeep and repair of driveways and parking facilities, fencing, signage and hurricane shutter installation and removal; (d) all utilities including, without limitation, the costs of water, sewer, and electric as same relates to hallways, entryways, parking areas, sidewalks, landscape areas and other common areas; (e) all repairs including, without limitation, roof, wall surfaces, floors, ceilings, windows, doors, plumbing, electrical services, air conditioning services and repairs as same relates to the Building and grounds which are shared; (h) any common expense reserve established by Landlord to accumulate funds to cover the cost of future capital expenditures, including, without limitation, painting, resurfacing, seal coating and stripping the parking area, and replacement of equipment and other common area property; and (i) a reasonable sum for the administration of the operation of the Park. Such common expense reserve will be paid monthly as indicated, unless Landlord elects to bill Tenant every other month or on a quarterly basis.

v. Tenant's pro-rata share of Expenses shall be paid by Tenant monthly with the Rent. Expenses for each year shall be based on Landlord's estimated budget and shall be subject to an annual (or more frequently if desired by Landlord) reconciliation by Landlord. Upon the conclusion of any reconciliation, if it is determined that Tenant has underpaid Landlord, then Landlord shall provide to Tenant a reconciliation statement, together with an invoice for the amount owed. Tenant shall remit the amount owed by no later than ten (10) days after receiving such invoice from Landlord. Landlord and Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. If it is determined that Tenant overpaid Landlord, then the amount of such overpayment shall be credited against the next month's Rent due or refunded to Tenant in the event this Lease is expired or terminated any reason besides Tenant's default.

vi. To the extent Tenant is not otherwise in default under the terms and conditions of this Lease, within one hundred twenty (120) days after the end of a calendar year,

Tenant shall have the right to review Landlord's Expense records for the most recent complete calendar year, at Landlord's offices so long as Tenant provides at least ten (10) days prior written notice.

6. USE. Tenant will use and occupy the Premises for the following business purpose, and for no other purpose except with the prior written consent of Landlord: **office, workshop and storage** ("Permitted Use"). Tenant, in the use and occupancy of the Premises, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental agency with authority in respect of the Premises or Tenant's use thereof. Tenant shall not do or permit any act which will conflict with provisions of any insurance policies covering said Premises or improvements, and shall comply with Landlord's rules and regulations for the Park, as adopted and amended from time to time. Tenant will not use or permit to be used any part of the Premises for any immoral, dangerous, noxious or offensive purposes and will not cause or maintain any nuisance in or about the premises. No smoking shall be permitted on the Premises. No overnight parking of vehicles and no parking of trailers is allowed on the site.

7. UTILITIES AND TRASH REMOVAL. Beginning on the Commencement Date, Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises. Tenant shall pay Tenant's proportionate share of the cost for trash and recycling dumpsters to be located at the Park for the shared use of the tenants. Trash and recycling dumpsters shall be for permitted waste only. For purposes of this section, "permitted waste" means only ordinary commercial waste and recyclables generated from Tenant's lawful use and occupancy of the Premises, to the extent such materials are accepted for collection in the waste hauler's then-current rules, Landlord's written rules and regulations and/or all applicable laws, ordinances and regulations. Landlord may deny trash removal service to any tenant that abuses the use of the dumpsters and/or disposes of any unpermitted materials. For purposes of this section, "unpermitted materials" means any material that is not permitted waste, including, hazardous substances; medical waste; radioactive materials; asbestos-containing materials; petroleum, oils, fuels, and lubricants, chemicals, solvents, paints, stains, adhesives, pesticides, batteries, tires, fluorescent lamps/ballasts, e-waste, and pressurized cylinders; construction, demolition, or renovation debris (including drywall, concrete, tile, carpet, fixtures, and scrap metal) except to the extent Landlord expressly authorizes in writing for a specific, identified project and the applicable hauler accepts such materials; liquids of any kind; any material requiring special handling, manifests, permits, or reporting; and any other material that a governmental authority or the applicable hauler prohibits from disposal in the Dumpsters. Landlord has the right to fine and invoice any tenant who disposes of unpermitted materials in the dumpsters or anywhere in the Park. Any utilities or services that are not separately metered shall be due and payable to Landlord within ten (10) days after written notice. Landlord shall not be responsible for any loss or interruption of any utility service being furnished to the Premises by Landlord.

8. ASSIGNMENT, ALTERATIONS. Tenant may not assign the lease or sublease all or any part of the Premises, nor make any alterations or additions thereto, except as otherwise described in Exhibit "C" without first obtaining the Landlord's written approval and consent, which may be withheld in Landlord's sole and absolute discretion.

9. LANDLORD'S ACCESS. Landlord or Landlord's Agent may enter the Premises for the protection or preservation of the Premises, for repair, or to improve or supply agreed services, or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, or contractors upon 24 hours advance notice to Tenant. In the event of an emergency, no notice or consent shall be required.

10. MAINTENANCE. Landlord agrees to contract for repairs to the exterior of the Building, including but not limited to repairs to the roof, exterior shell, parking lot, landscaping, streets, curbs, sidewalks and alleys. Tenant agrees to make and pay for all ordinary repairs, maintenance and replacement if needed to the Premises, including heating and air conditioning equipment, plumbing, light fixtures, electric control panels and all interior plumbing and electrical lines connecting thereto, which are necessary to keep the same in good state of repair. Such repairs, maintenance and replacements by Tenant shall be deemed to include the cost of and the replacement of all parts, filters and/or refrigerants, when needed. Tenant shall arrange for the quarterly maintenance of all heating and air conditioning equipment with a recognized heating and air conditioning contractor. Said maintenance and service contract is subject to the review and approval of Landlord. Tenant shall be responsible for all plate glass and doors of the Premises.

11. HAZARDOUS MATERIALS. Tenant shall not in the Premises or any part of the Building generate, store, handle, release, discharge, or otherwise deal with any material classified as a "hazardous material" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), or any similar or related federal, state or local statutes, rules, regulations or ordinances. To the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against any and all claims arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of hazardous material by Tenant, or any successor, assignee or sublessee of Tenant, or their respective agents, contractors, employees, or licensees, on, under, about or from the Premises or the Building, including, but not limited to, all foreseeable and unforeseeable costs, expenses, and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by Landlord or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of Landlord pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to Landlord. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of hazardous material, nor Tenant's strict compliance with all hazardous material legal requirements, shall excuse Tenant from Tenant's indemnification obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Lease. Tenant's obligations hereunder shall survive the termination of this Lease. Tenant shall notify Landlord in writing, immediately after any of the following: (i) Tenant has knowledge, or has reasonable cause to believe, that any hazardous material has been released, discharged or located on, under or about the Premises or the Building, whether or not the same is in quantities that would otherwise be

reportable to a public agency; (ii) Tenant receives any warning, notice of inspection, notice of violation or alleged violation, or Tenant receives notice or knowledge of any proceeding, investigation, order or enforcement action, under any legal requirements concerning the Premises or the Building; or (iii) Tenant becomes aware of any claim made or threatened by any third party concerning the Premises or the Building respecting hazardous material.

12. RISK OF LOSS. Tenant shall be responsible for any loss, damage, or injury caused by its intentional or negligent acts or omissions.

13. PERSONAL PROPERTY, INSURANCE. All personal property placed or moved in the Premises shall be at the risk of Tenant and/or the owner thereof. Under no circumstances shall Landlord be liable for any damage to such personal property, or to the Tenant arising from any co-tenant or occupant of the building or of any other person. Tenant shall carry insurance covering Tenant's personal property. In addition, Tenant shall maintain liability insurance as provided in Section 20, below.

14. DESTRUCTION. If the Premises are damaged or destroyed in part by fire or other casualty insured by Landlord, Landlord will repair and restore the same to good tenantable condition with reasonable dispatch The Rent herein provided shall abate entirely in case the entire Premises are untenable, and shall be prorated for any portion rendered untenable in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if Tenant, its agents, employees or guests or invitees shall fail to adjust its own insurance or to remove its damaged goods, wares, equipment or restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay; and provided further that there shall be no abatement of Rent if such fire or other causes damaging or destroying the Premises shall result from an intentional or negligent act or omission of Tenant, its Tenant's agents, employees or guests or invitees; and provided further that if Tenant shall use any part of the Premises for storage or other useful purpose during the period of repair, a reasonable charge shall be made there from against Tenant. In the event the Premises shall be destroyed to the extent of more than thirty percent (30%) of the value thereof, as determined by Landlord, Landlord may in its option terminate this Lease forthwith by written notice to Tenant. In the event Landlord elects to rebuild or repair, this Lease shall not terminate, but Rent shall be abated equitably while the Premises are untenable. In case Landlord elects to rebuild or repair as herein provided, the obligation of the Landlord hereunder shall be limited to the Landlord's Work and only to the amount of any insurance proceeds actually received by it.

15. EMINENT DOMAIN. In the event that the Park or any part thereof shall at any time after the execution of this lease be taken for public or quasi-public use or condemned under eminent domain, Tenant shall not be entitled to claim, or have paid to the Tenant any compensation for damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest, or estate of the Tenant in or to said property, in which event Tenant, upon request of Landlord so to do, will execute any and all releases or other documents as shall be required by such public or quasi-public authority. However, nothing herein contained shall be construed to prevent the Tenant from asserting against the condemnor any separate and independent claims for damages occurring by reason of said condemnation including, but not limited to, personal property, business, goodwill, cost of removing equipment, moving expenses,

or loss of future profits. In the case of any such taking or condemnation referred to in this Section, then if and when there is an actual taking of physical possession of the Premises or of any part thereof in excess of thirty percent (30%) of the total floor areas thereof, then either the Landlord or the Tenant may cancel and terminate this lease as to the whole of the Premises by giving notice to the other party within ten (10) days after such an actual taking of physical possession. No such taking of all or any part of the common areas shall give rise to any right of termination or Rent abatement for such taking. If this Lease is not terminated as above provided for following any of said actual takings, then the Landlord shall repair the Building at its own expense; provided, however, that Landlord's obligation to repair shall be limited to the amount of award actually received by it for such taking. In the event of a partial taking of the Premises, a proportionate allowance shall be made in the Rent based on the proportion of the Premises remaining as compared to the original Premises.

16. DEFAULTS, REMEDIES. Tenant shall be in default under this Lease if: a. Tenant shall fail to timely pay any installation of Rent, Expenses or any other amount required under this Lease and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than payment of Rent or Expenses demanded by Landlord and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (c) Tenant shall desert or vacate any portion of the demised Premises or fail to continuously operate its business in the demised Premises and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant; (d) Tenant shall do or permit to be done anything which created a lien on the demised Premises and shall not remove the lien within ten (10) days after written notice thereof is delivered to Tenant; (e) Tenant shall not perform any of its other obligations hereunder or breach any of its agreements herein made and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant; or (f) the business operated by Tenant shall be closed for failure to pay any state sales tax as required or for any other reason and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant. In the event of any default by the Tenant under this Lease or if the Tenant shall abandon or vacate said premises before the end of the Lease Term, the Landlord may, at his option and without limiting any other right or remedy allowed by law: (i) Treat the Lease as terminated and resume possession of the Premises, thereafter using the same exclusively as his own for his own purposes, in which case Tenant shall remain liable for and shall pay to Landlord all other damages and costs provided for herein including Rent and Expenses accruing prior to termination of the Lease; (ii) Stand by and do nothing, and sue the Tenant for the balance of the Rent and Expenses due for the remainder of the Lease Term together with all other damages and charges provided for herein, in which case all remaining Rent and Expenses for the balance of the Lease Term shall become immediately due and payable or (iii) exercise any other right or remedy granted under the laws of the State of Florida.

17. BANKRUPTCY. Neither this Lease, nor any interest therein, nor any estate thereby created shall pass to any trustees or receiver or assignee for the benefit of creditors or otherwise by operation of law. If the estate created hereby shall be taken or attempted to be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability

to pay its debts, or if any assignment shall be made or attempted to be made by Tenant's property for the benefit of creditors, then and in any such event, Tenant will be deemed in default under this Lease. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or its assets shall be conclusive evidence that Tenant caused, or gave cause therefore, in violation of this Lease, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this section shall be deemed a material breach of Tenant's obligation hereunder, and at any time when such a breach exists, Landlord may, at its option, and in addition to and independent of, any remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder by giving to Tenant notice in writing of the election of Landlord so to terminate, and re-enter and repossess the Premises with or without prior notice.

18. SUBORDINATION; ESTOPPEL CERTIFICATE. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Park from time to time. Notwithstanding the foregoing, within ten (10) days after a request by Landlord, Tenant agrees to execute and deliver to Landlord or any current or proposed institutional lender of Landlord or any proposed assignee of Landlord, a subordination, non-disturbance and attornment agreement in form and content acceptable to such current or proposed mortgagee. In addition, within no more than ten (10) days after receipt of written request by Landlord, Tenant shall furnish to Landlord an estoppel certificate, duly acknowledged, certifying the business terms of this Lease, and whether or not any default exists hereunder.

19. INDEMNIFICATION. To the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, Tenant agrees to indemnify and hold harmless Landlord from and against all claims, losses, expenses, liens, and liabilities (including attorney's fees and court costs) arising from any act, omission or negligence of any person or persons in connection with Lessee's use or occupancy of the Premises, the Building and the Park or arising from any acts, injury or damage to personal property during the Lease Term, except where such injury or damage is due to the Landlord's or Landlord's Agent's intentional or negligent acts or omissions. Nothing in this Lease and attached exhibits shall be deemed a waiver of sovereign immunity or the monetary limits of liability of the Tenant, including its boards, officers, agents ant employees, beyond any statutory limited waiver of impunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or any other statute, and nothing in this Lease or any of its exhibits shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred or otherwise limited under the Doctrine of Sovereign Immunity or by operation of law. The District shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of liability as a result of obtaining insurance coverage for tortious acts in excess of the $200,000 or $300,000, waiver provided in Section 768.28(5), Florida Statutes.

20. INSURANCE.

i. **Tenant's Insurance.** During the term of the Lease and any extensions thereof, Tenant shall obtain and maintain insurances as described herein insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy and maintenance of the

Premises (including signage thereon), common areas, or other portions of the Landlord's Tract. All carriers must be authorized to transact business in the State of Florida and must have a minimum A.M. Best Rating of A- VIII or higher.

Tenant shall deliver said certificates thereof to Landlord prior to Tenant's occupancy of the Premises, and thereafter, renewal certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. Upon request, Tenant shall provide Landlord with full and complete set of insurance policies.

Tenant shall obtain and maintain **General Liability Policy** on the broadest form available, written on an occurrence policy form," against all claims for bodily injury, disease or death, or property damage, personal injury and contractual liability occurring on or in connection with the use of the Premises; such insurance policies shall include the following limits:

$1,000,000 per occurrence

$2,000,000 aggregate

$ 300,000 property damage liability

$ 10,000 medical payments

Landlord shall be listed as an **Additional Insured** on a **Primary and Non-Contributory Basis**. Written proof of such insurance coverage shall be provided to Landlord prior to the execution of this Lease, including the Additional Insured and Waiver of Subrogation Endorsements. Tenant shall provide evidence of insurance to Landlord within 30-days of Lease Effective Date and at each renewal thereafter.

Description of Operations Box shall include the Business Name and address of the Leased Premises.

Tenant shall obtain and maintain a **commercial umbrella policy** with limits not less than $1,000,000 per occurrence and in the aggregate and shall name Landlord as an Additional Insured.

If Tenant has employees working on the Premises at any time, Tenant shall have statutory **Worker's Compensation** insurance and shall provide evidence of same to Landlord.

Commercial Auto Liability insurance with a combined single limit of $1,000,000 and shall include coverage for hired and non-owned autos. Landlord shall be named as an Additional Insured on a **Primary and Non-Contributory Basis.**

The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material default under this Lease.

Tenant shall be solely responsible for securing and maintaining any insurance on Tenant's stock, trade fixtures, inventory, equipment, and all other personal property of any nature located in or about the Premises, and Landlord shall not have any obligation to repair or replace, nor in any way be liable for same.

Tenant shall not stock, use or sell any article or do anything in or about the Landlord's Property, the Leased Premises or common areas which may be prohibited by law or Landlord's insurance policies, or which will increase any insurance premiums. In the event Tenant violates the provisions of this subsection, Tenant shall to the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, indemnify and hold Landlord harmless and shall, on demand, pay Landlord the increased cost of such insurance as additional rent.

During any period of construction. Prior to commencing on any repairs, renovations, or restorations on or about the Leased Premises, Tenant shall obtain and maintain or shall cause the builder, general contractor to obtain and maintain a completed value **"All Risk" Builder's Risk** policy in an amount equal to 100% of the cost of the construction, repair, renovation, or restoration. Coverage should include collapse, windstorm, offsite materials, materials in-transit, soft costs, expediting expense, water damage and include permission for partial occupancy. Tenant shall name Landlord as Loss Payee and Additional Insured.

Tenant shall cause general contractor and all subcontractors performing work in the Leased Premises to obtain and maintain General Liability, Commercial Auto Liability, and statutory Workers Compensation bearing the same limits as Tenant is required to carry, as outlined above.

The above required insurance policies, for Tenant and Contractors(s) shall also contain provisions prohibiting the modification of any material term (including, without limitation, changes to coverages, limits, or primary / additional insureds) or cancellation of insurance without at least thirty (30) business days' prior written notice to Landlord.

Landlord reserves the right to modify the insurance provisions– our intent is to give Landlord the right to ask for additional coverages, higher limits or special endorsements if the Tenant operations change, or their loss experience/history warrants additional limits, etc.

ii. Landlord's Insurance. Landlord may carry fire and extended coverage insurance, including windstorm, flood, earthquake on the Building and Premises which shall be billed to Tenant as additional rent or as a component of the Expenses.

Landlord shall obtain and maintain, at a minimum, commercial general liability covering the common areas of the Park with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Landlord shall obtain and maintain, at a minimum, a commercial umbrella policy with limits no less than $5,000,000.

All Landlord's insurers are subject to the same requirements as Tenant's insurers.

21. LIENS. Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant.

22. SIGNS. Tenant covenants and agrees that it will not permit or cause placed on the outside of the Premises or the Building, signs, notices or other media of advertising, except only for those installed by Landlord or as approved in writing in advance by Landlord. Tenant further covenants and agrees that any signs erected or maintained by Tenant shall comply with the applicable laws and ordinances of the county, state and municipality in which the Building is located, and Tenant, at its expense, shall obtain any permits required therefor.

23. SURRENDER. On the last day of the Lease Term, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair. On or before the last day of the Lease Term or the sooner termination thereof, Tenant shall at its expense remove all of its office furnishings, equipment, supplies and other personal property, and any other property not removed shall be deemed abandoned. All improvements, alterations, additions, and fixtures other than Tenant's personal property as aforesaid, which have been made or installed by either Landlord or Tenant upon the Premises shall remain as Landlord's property and shall be surrendered. If the Premises are not surrendered at the end of the term or the sooner termination thereof, Tenant shall to the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, but without limitation to, any claims made by any succeeding tenant founded on such delay. Tenant shall promptly upon surrender deliver all keys for the Premises to Landlord.

24. HOLDING OVER. If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Lease Term, then Tenant shall be deemed a Tenant of the Premises from month to month, subject to all terms and conditions of the within Lease which are not inconsistent with such month to month tenancy, but the monthly rental amount due under the month to month tenancy shall be double the amount of the Rent paid under this Lease during the last month of this tenancy. Nothing herein shall excuse any unauthorized holding over or waive any liability therefore.

25. ATTORNEY'S FEES/ VENUE. In any lawsuit brought to enforce the Lease or under applicable law, the prevailing party may recover reasonable court costs and attorney's fees. This provision shall survive the expiration or earlier termination of this Lease. Should a lawsuit be filed, the parties agree that venue shall be exclusively in Collier County, Florida, and no other.

26. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

27. RULES AND REGULATIONS. Tenant grants to Landlord the right to make rules and regulations and such changes therein from time to time as in Landlord's judgment may be necessary for the best interest, safety, care and cleanliness of the Premises and for the preservation of good order therein. Landlord shall provide a copy of any and all such rules and regulations to the Tenant. Tenant agrees to comply with and abide by all rules and regulations,

including amendments thereof.

28. PARKING LOT. Landlord shall maintain the driveway and parking areas located on the Park. Tenant, and its patrons and guests shall have the use of the driveway and parking areas, but Landlord reserves the right to relocate the parking areas and to impose reasonable regulations for the common benefit of all persons occupying the units located in the Building. Tenant agrees to comply with any such reasonable regulation of parking areas which the Landlord may impose.

29. MISCELLANEOUS. (a) Time is of the essence for Tenant's obligations under this Lease. (b) The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. (c) Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. (d) The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally. (e) No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord or its agent. (f) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of the State of Florida. (g) A facsimile copy of the Lease, electric signatures, and any signatures hereon shall be considered for all purposes originals. (h) Notices or demands required to be given or served by either party to this Lease to the other party, shall be deemed to have been duly given or served only if in writing and either personally delivered (including courier and/or FEDEX) or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid, addressed to the parties at the addresses provided on page 1 of this Lease.

30. WAIVER OF RIGHT TO JURY TRIAL. The parties (to the fullest extent permitted by law waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this Lease or the relationship of Landlord and Tenant.

31. BROKERS. Landlord and Tenant represent and warrant to each other that neither has used any real estate broker in this transaction, and each hereby agrees to the extent allowed by applicable law as amended from time to time, and without waiving any applicable provisions of Section 768.28, Florida Statutes, indemnify the other and hold the other harmless from and against all liabilities arising from a breach by the indemnifying party of the foregoing representation and warranty.

32. RENEWAL TERMS. Provided Tenant is in full compliance with the terms, covenants and conditions of this Lease and Landlord has not otherwise terminated this Lease, Tenant shall have the option to renew this Lease for an additional five (5) terms of one (1) year each upon written notice to Landlord at least ninety (90) days prior to the termination of the initial term of this Lease (or the then renewal term, as applicable). To the extent Tenant exercises either option to renew, during the renewal term, Rent shall increase by 3% on each anniversary of the Rent Commencement Date each year during the renewal term.

33. PUBLIC RECORDS. Landlord understands and agrees that all documents of any kind provided to the Tenant in connection with this Lease are public records and are to be treated as such in accordance with Florida law.

WHEREFORE, the parties have executed and delivered this Lease this __ day of _____ , 2026.

LANDLORD:

Ave Maria South Park Industrial , LLC,
a Florida limited liability company

By: Ave Maria Development, LLLP,
a Florida limited liability limited partnership, its Manager

By: Baron Collier Corporation, a Florida corporation,
Its General Partner

By:_____
Name: _____
Title: _____

TENANT:

Ave Maria Stewardship Community District,
a local unit of special purpose government,
Established pursuant to Chapter 2004-461,
Laws of Florida

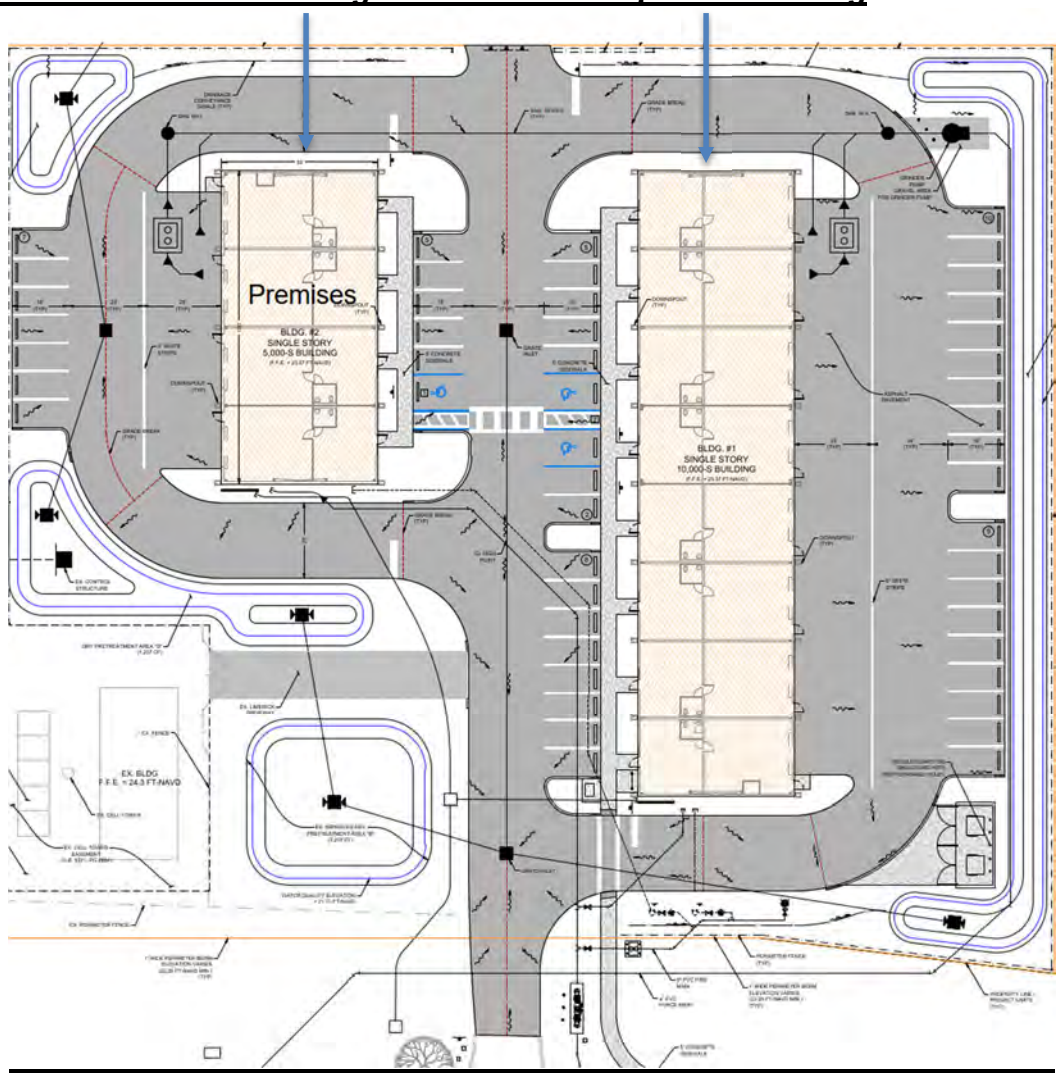
By:_____

Print Name: _____

Title: _____

Exhibit "A"

Property



Premises

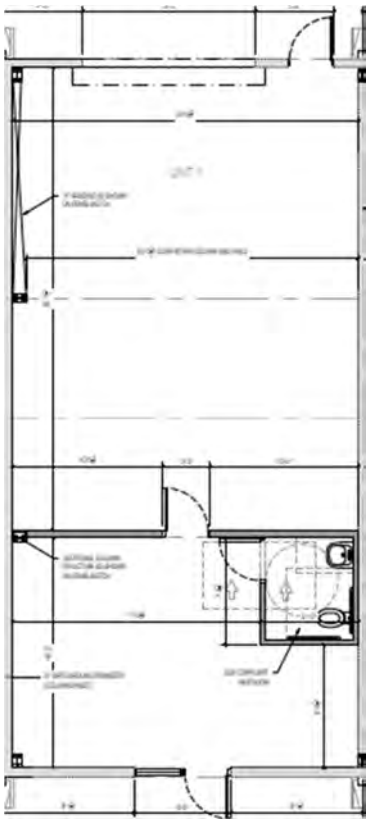


Exhibit “B”

Reserved

EXHIBIT "C"

[VANILLA SHELL]

DESCRIPTION OF TENANT'S WORK AND WORK TO BE

PERFORMED BY LANDLORD IN THE PREMISES

PREFACE

Landlord agrees to construct a Building substantially to the stage as indicated on Exhibit "A", in accordance with the construction drawings and specifications and such further working drawings and specifications and changes as may from time to time be reasonably necessary.

This Exhibit "C" describes the obligations of the Landlord and the Tenant for the design and construction of the Premises. Each term used in this Exhibit, which is defined in the main body of the Lease, shall have the same meaning when used herein.

The work described in Sections "A" and "B" will be performed by Landlord at Landlord's expense. The work described in Section "D" will be performed by the Landlord at Tenant's expense.

The work described in Section "C" will be performed by Tenant at Tenant's expense and shall be completed in accordance with Tenant's working drawings as approved by Landlord.

Except as otherwise indicated, where Landlord's work is concerned, said type, class, quality, manufacturer, and installment methods of procedure shall be considered "Building Standards". Said Building Standards are determined solely in the discretion of the Landlord and may change from time to time. The Building Standards shall at all times meet at least the minimum standards of the applicable building code(s) then in effect. It is the responsibility of the Tenant to notify the Landlord in the event that the Building Standards will not coordinate with the Tenant's work, and Tenant shall pay for any difference in cost of upgrading the applicable Building Standard.

SECTION "A" - WORK BY LANDLORD

1. The structure, including columns, girders, beams, joists, and roof deck.

2. A complete roof system above Premises.

3. Metal sheeting insulated exterior walls.

SECTION "B" - WORK BY LANDLORD IN PREMISES

1. Demising Partitions:

Partition walls between rental spaces will be of one hour fire rated construction using metal studs with 5/8" drywall on both sides, extending to the underside of the roof deck. The walls will be taped, sanded and ready for paint.

2. Storefront:

Standard storefront to be determined by Landlord.

3. Floor Slabs:

Concrete floor slabs, smooth troweled finish.

4. Egress Door:

Rear egress will be provided by a single door / frame with a 14’ high roll-up garage door to Building Standards at rear wall of the Premises to Landlord’s specifications, only if required by the applicable building code.

5. Electrical Service:

Landlord shall provide electrical service per approved electrical, code compliant plans, as shown on Landlord’s plans. One 200 amp panel will be provided.

6. 1 Washroom:

Toilet room, with toilet and wash basin completely installed and connected to the necessary plumbing and ventilation, together with the partitions and door enclosing the same, according to code.

7. Ceiling: Office and Bathroom Only

White, acoustical tile (2' x 4') with white, metal grid. Light fixtures to be provided as shown on Landlord’s plans for the Building.

8. Heating and Air Conditioning:

The H.V.A.C. system, including duct work and diffusers in the Landlord's Building Standard layout, will be provided for the Office space as shown on Landlord's plans for the Building.

9. Fire Sprinklers:

A sprinkler system will be installed as per Landlord's plan.

10. Telephone:

Empty conduit to Landlord's designated point in the Premises from Landlord's equipment room will be installed by Landlord.

11. Water:

The Tenant will have to pay a deposit, together with fees for (a) water meter, (b) meter connection.

Landlord shall provide a domestic water line from the master meter to the tenant’s sub-meter (standard size – ¾”). From the sub-meter, Landlord shall extend a water line to the water closet to serve the sink and toilet. If required by building code, Landlord shall also install a water line to accommodate a drinking fountain.

12. Sign Conduit:

An empty conduit will be installed by Landlord from a point within the Tenant's Premises above the ceiling at the Landlord's storefront bulkhead to a point on the canopy designated for the installation of Tenant's sign.

SECTION "C" - WORK BY TENANT IN PREMISES

All work by Tenant in the Premises shall be performed by contractors approved in advance by Landlord. As one of the conditions for approval, Landlord may require the contractor to procure a payment and performance bond for the benefit of the Tenant and Landlord. Tenant's work will be performed at Tenant's expense and includes, but is not limited to, the following:

1. Utilities by Tenant:

Tenant shall directly arrange for the procurement at the Tenant's expense of:

(a) All building, plumbing, occupancy and other required permits, and furnish copies to the Landlord, and

(b) Telephone service through empty conduit from Landlord’s equipment room to the Premises

2. Temporary Utility Services:

Tenant shall provide any temporary utility service at Tenant's expense.

3. Interior Finishes:

All interior finishes including, without limitation, painting, and wall papering.

4. Furniture, Fixtures and Signs:

All furnishings, trade fixtures, signs and related parts, including, without limitation, installation of same. Location, size and design of all signs subject to prior written approval of Landlord.

5. Signs:

The Tenant is responsible for the supply and installation of all signage at the Tenant's expense. The Tenant will be responsible for preparing and submitting sign plans and specifications in accordance with this Section "C" to the Landlord for review and approval.

6. Other Work:

All other work not included in Landlord's Work.

7. Discipline:

Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.

8. Tenant's Contract:

Prior to execution of any construction contract, Tenant shall submit same to Landlord for Landlord's review and approval. Landlord's review and, approval shall be limited to assure Tenant's compliance with its obligations under this Exhibit "C", and shall not be deemed to be approval by Landlord for any other purpose. Landlord’s review and approval shall not be unreasonably withheld so long as Tenant uses licensed and insured contractors.

9. Cleaning of Premises:

Tenant shall maintain the Premises in a clean and orderly condition during construction, use and operation. Tenant shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris, and flammable waste from the Premises. Tenant shall contain all construction materials,

equipment, fixtures, merchandise, shipping containers and debris within the Premises. The exterior common areas of the Premises shall be clear of Tenant's equipment, merchandise, fixtures, refuse and debris at all times.

10. Violations:

In the event the Tenant is notified of any violations of codes, ordinance, regulations, requirements or guidelines, either by the jurisdictional authorities or by the Landlord, Tenant shall, at its expense, correct such violations within ten (10) calendar days after such notification.

11. Trash Removal:

Tenant is responsible for the removal of all trash and debris at or about Tenant's Premises. Trash storage within the Premises shall be confined to covered metal containers. No trash or debris shall be stored in the common area at any time.

SECTION "D" - WORK BY LANDLORD IN PREMISES AT TENANT'S EXPENSE

1. Roof Openings:

Any roof opening required must be approved in writing by Landlord's architect. Such openings will include, without limitation, supporting structures, angles, curbs, flashings, ducts, vents and grilles. Landlord may refuse to approve any openings which, in Landlord's judgment, exceed the capability of the structural system. Landlord reserves the right to approve Tenant's contractor who will make any penetrations through the roofing system. If Tenant’s intentional or negligent acts or omission result in damage to the roof, Landlord's roofing contractor will perform any repairs to the roof membrane at Tenant's expense.

SECTION "E" - GENERAL PROVISIONS

1. Landlord Approval:

Tenant shall submit to Landlord for review and approval all design drawings and construction contracts. Landlord shall be responsible for the review of each Tenant's design drawings and construction contracts. All questions pertaining to the design and construction of Tenant's Premises and all plan submittals shall be directed to the Landlord.

2. List of Tenant's Contractors:

Tenant shall furnish Landlord with a list of contractors Tenant intends to use to construct the Premises. Landlord shall reserve the right to approve or disapprove any and all of said contractors; provided, however, Landlord’s approval shall not be unreasonably withheld.

3. Tenant's Work:

Tenant shall commence Tenant's work and diligently and continually proceed to complete the Premises in accordance with the approved final plans.

4. Permits:

Tenant shall obtain all necessary permits from the jurisdictional authority and forward a copy of all the permits to the Landlord prior to Tenant's commencement of work in the Premises.

5. Certificate of Occupancy:

Tenant shall secure an occupancy permit from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the opening requirements of this Lease, if any. Tenant shall deliver a copy of the occupancy permit to the Landlord prior to Tenant's opening the Premises for business.

6. Landlord's Work:

The Landlord's Work is limited to that required of Landlord by this Exhibit "C", and Tenant shall be required to make all improvements to the Premises in accordance with Tenant's final plans, as approved by Landlord.

7. Insurance:

Tenant's contractor shall carry such type of insurance and in such amounts as shall be designated by Landlord, and all policies shall name Landlord as an additional insured.

Tenant shall deliver a Certificate of Insurance from Tenant's contractor to Landlord prior to the commencement of any work. Tenant shall provide Landlord with copies of Certificates of Insurance and Competency from subcontractor.

8. Approvals:

No approval by Landlord shall be deemed valid unless the same shall be in writing signed by Landlord.

9. Subsequent Repairs and Alterations:

Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or by reasonable request of Landlord.

10. General Provisions:

All work done by Tenant shall be governed in all respects by, and be subject to, the following:

1. Tenant agrees not to commence any work until Tenant has secured Landlord's written approval of all contractors and all plans and specifications to be used. Landlord shall have the right to require Tenant to furnish a bond or other security, in form and substance satisfactory to Landlord, for the prompt and faithful performance and payment by Tenant of all of Tenant's work.

2. Landlord shall have the right, but shall not be obligated, to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant, any of Tenant's work which Landlord determines should be so performed. Generally, such work shall be work which affects any structural components of, or the general utility systems for, the building in which the Premises are located. If Landlord so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Landlord for all costs of planning and performing such work when and as incurred by Landlord.

3. Compliance With Laws. All Tenant's work shall conform to applicable statutes, ordinances, regulations and codes. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, gas, water, heating and cooling and telephone work, all as may be required by the utility company supplying the service.

From: Kelly Kennedy
To: Allyson Holland
Subject: Ave Maria South Park Industrial Rent
Date: Monday, October 12, 2026 4:32:25 PM
Attachments: image001.png
7-31-26 Anthem Square Ave Maria, FL 34142.pdf

Good afternoon, Allyson. As discussed, please see the attached marketing flyer for our new retail center, Anthem Square. Base rent for the interior units starts at $35 per square for (psf), base rent for the end caps starts at $40 psf, and estimated CAM is $11 psf. That's a total of $46 - $51 psf for the new retail center. For the new flex space, base rent is $20 psf and estimated CAM is $6, for a total of $26 psf. That's $20 - $25 psf lower than the retail building.

The minimum rent for any tenant coming in South Park Industrial is $20 due to construction costs. All but 4 of the 15 units are pending, so we will need to know soon if the District would like to move forward with the lease.

Please let me know if you have any questions.

Sincerely,

BARRON COLLIER COMPANIES

Kelly Kennedy
Director of Commercial Leasing
OFFICE 239-262-2600
DIRECT 239-403-6765
KKENNEDY@BARRONCOLLIER.COM

BARRON COLLIER COMPANIES
2600 GOLDEN GATE PARKWAY
NAPLES, FLORIDA 34105
BARRONCOLLIER.COM

ANTHEM SQUARE RETAIL CENTER

FOR LEASE

COMING FALL OF 2027

AVE MARIA, FLORIDA



Join Southwest Florida's most dynamic, fastest-growing new home community at Anthem Square! This premier commercial destination will feature a curated mix of shops, restaurants, and essential services—creating endless opportunities to connect with residents and thrive alongside an already vibrant business community.

Contact
Kelly Kennedy

239-262-2600
kkennedy@barroncollier.com

BARRON COLLIER COMPANIES

2600 Golden Gate Parkway, Naples, Florida 34105

239-262-2600 | www.barroncollier.com

BARRON COLLIER COMMERCIAL

ANTHEM SQUARE RETAIL CENTER

AVE MARIA, FLORIDA



Base Rent Starting at:

$35 p.s.f. for inline units
$40 p.s.f. for end cap units

Estimated CAM $11.00 psf

Anticipated Delivery Date:
November 1, 2027

Contact
Kelly Kennedy
239-262-2600
kkennedy@barroncollier.com

BARRON COLLIER COMPANIES

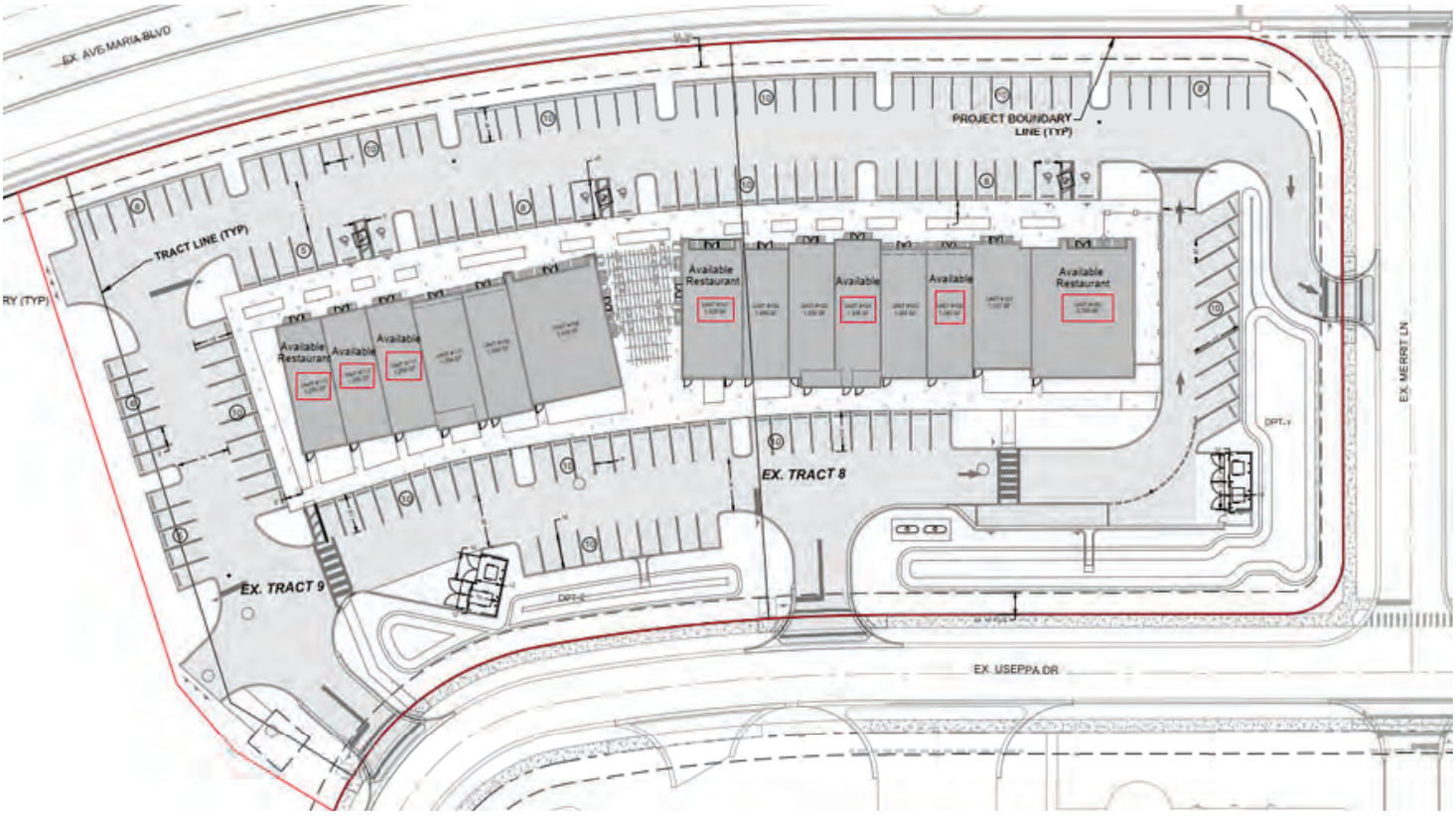
2600 Golden Gate Parkway, Naples, Florida 34105

239.262.2600 | www.barroncollier.com

BARRON COLLIER
COMMERCIAL

ANTHEM SQUARE RETAIL CENTER
AVE MARIA, FLORIDA

Available Units:



Available units range between
1,260 sf - 2,700 sf

Contact:

Kelly Kennedy

239-262-2600
kkennedy@barroncollier.com

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2600 Golden Gate Parkway, Naples, Florida 34105

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BARRON COLLIER COMMERCIAL

ANTHEM SQUARE RETAIL CENTER

AVE MARIA, FLORIDA



Contact
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2600 Golden Gate Parkway, Naples, Florida 34105

239.262.2600 | www.barroncollier.com

BARRON COLLIER COMMERCIAL

From:	Kelly Kennedy
To:	Allyson Holland
Cc:	Cee Cee Marinelli
Subject:	Flex Comparables
Date:	Friday, October 23, 2026 9:23:55 AM
Attachments:	image001.png comparable MARKETING FLYER 2050 COMMERCE AV (1).pdf comparable 2 Horseshoe Brochure.pdf comparable 3 Leasing Brochure Shirley Street.pdf

Good morning, Allyson. Please see attached a few comparable for flex properties currently for lease. A few highlights:

#1 – The only flex space currently listed on LoopNet located In Immokalee, built in 2007, 3,750 sq ft, base rent $11.50 psf plus CAM.

#2 – Located in Naples, built in 1983, 1,500 – 1,580 sq ft, base rent $22 psf plus CAM.

#3 – Located in Naples, built in 2021, 7,837 sq ft, base rent $20 psf plus CAM.

Please let me know if you have any questions.

Have a great weekend!

Sincerely,

BARRON COLLIER COMPANIES

Kelly Kennedy
Director of Commercial Leasing
OFFICE 239-262-2600
DIRECT 239-403-6765
KKENNEDY@BARRONCOLLIER.COM

BARRON COLLIER COMPANIES
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NAPLES, FLORIDA 34105
BARRONCOLLIER.COM

INDUSTRIAL FLEX SPACES

2050 Commerce Avenue - Suite #3 & #8
Immokalee, FL 34142

KOVA COMMERCIAL GROUP

FOR LEASE



INFORMATION

Lease Rate:	$11.50 SF/yr (NNN)
Unites Available:	Suite 3 & Suite 8
Available SF:	3,750 SF each unit
Building Size:	30,000 SF
Year Built:	2007
Zoning:	PUD
Market:	Southwest Florida
Submarket:	Immokalee
Traffic Count:	8,783

OVERVIEW

Located within Tradeport Technology Park in the Town of Immokalee Florida in close proximity to Immokalee Regional Airport.

Suite #3 and Suite #8 are each 3,750 sq/ft fully built out office space Introducing a versatile commercial space for lease at 2050 Commerce Avenue, Immokalee, FL. These office units offer ample parking and are approved for various uses including retail, office, warehouse, and industrial.

Situated just 15 minutes away from the renowned Ave Maria Community, this prime location provides an ideal setting for businesses. With convenient access to Naples and Fort Myers just 30 minutes away, this property offers flexibility and accessibility for a wide range of commercial ventures. Discover a strategic business location with endless potential.

Ideal for a Corporate Office, School, or Government Services.

FEATURES

- Only one unit available for immediate occupancy
- Partial Buildout - Office, with Ample Parking
- Overhead Doors 12' x 14'
- Sprinklered with 3 phase power
- Approved uses: Retail, Office, Warehouse, and Industrial
- 30 minutes to Naples and Fort Myers

Felipe Arcila
Senior Advisor
239.315.7097
239.692.1097
felipearcila@kovacg.com

KOVA Commercial Group
9130 Galleria Court, Suite 100 | Naples, FL 34109
239.261.2627
www.kovacg.com

The information contained herein has been obtained from the property owner or other sources that we deem reliable. Although we have no reason to doubt its accuracy, no representation warranty is made regarding the information, and the property is offered "as is". The submission may be withdrawn at any time by the property owner.

INDUSTRIAL FLEX SPACES

2050 Commerce Avenue - Suite #3 & #8

Immokalee, FL 34142









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INDUSTRIAL FLEX SPACES

2050 Commerce Avenue - Suite #3 & #8

Immokalee, FL 34142

2050 COMMERCE AVENUE
SUITE 3
IMMOKALEE, FL



Office Area	770 sq. ft.
Warehouse Area	2981 sq. ft.
TOTAL USABLE AREA	3751 sq. ft.

This floor plan is created from field measurements. The usable area calculations are based upon measurements from outside exterior walls to center of demising walls

Prepared exclusively for Felipe Arcila

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INDUSTRIAL FLEX SPACES

2050 Commerce Avenue - Suite #3 & #8

Immokalee, FL 34142

2050 COMMERCE AVENUE
SUITE 8
IMMOKALEE, FL



Office Area	776 sq. ft.
Warehouse Area	2975 sq. ft.
TOTAL USABLE AREA	3751 sq. ft.

This floor plan is created from field measurements. The usable area calculations are based upon measurements from outside exterior walls to center of demising walls.

Prepared exclusively for Felipe Arcila
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COLLIER PARK OF COMMERCE

INDUSTRIAL FLEX SPACE

FOR LEASE

2940-2960 HORSESHOE DRIVE S, NAPLES, FL 34104



LEASE RATE: $22.00 PSF NNN

AVAILABILITY:

BUILDING	UNIT	SIZE (SF)	LEASE RATE (PSF)	AVAILABLE
2960	100	1,580	$22.00	7/1/2026
2960	800	1,500	$22.00	8/1/2026

LOCATION: Located just north of Radio Road, adjacent to the Naples Municipal Airport

YEAR BUILT: 1983

ZONING: BP - Business Park District (Collier County)

Collier Park of Commerce is located adjacent to the Naples Airport. This property provides tenants with a central location, excellent accessibility and good visibility, with many amenities in the immediate area.

The Business Park is owned and managed by the Adler Group, which owns and manages an extensive real estate portfolio of properties in the Southeast United States. Adler Group professionals possess a deep understanding of the CRE industry and are extremely responsive to their tenants' needs.

CRE CONSULTANTS
Commercial Real Estate Consultants,LLC
CRECONSULTANTS.COM

ON-SITE PROPERTY MANAGEMENT

CONTACT
DAVE WALLACE, CCIM, SIOR
Senior Vice President
239.659.1447
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DAVID WALLACE
Senior Associate
239.659.1447
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12140 Carrissa Commerce Ct, Ste 102
Fort Myers, FL 33966

1100 Fifth Ave, Ste 404
Naples, FL 34102

The information contained herein was obtained from sources believed reliable. CRE Consultants makes no guarantees, warranties or representations as to the completeness or accuracy thereof, and is subject to errors, omissions, change of price or conditions prior to sale or lease, or withdrawal without notice. 042026

COLLIER PARK OF COMMERCE

INDUSTRIAL FLEX SPACE

FOR LEASE

2940-2960 HORSESHOE DRIVE S, NAPLES, FL 34104

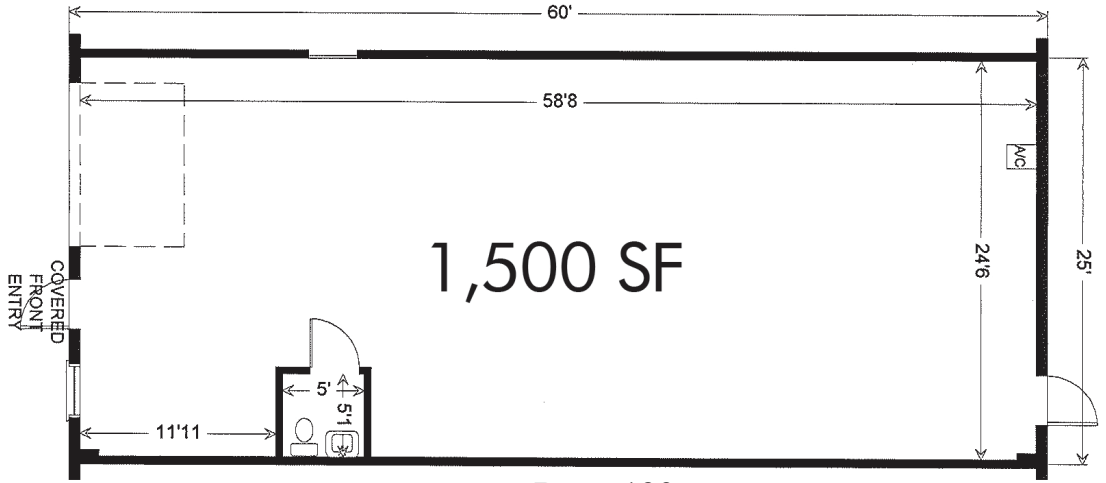
CRE CONSULTANTS
Commercial Real Estate Consultants,LLC
CRECONSULTANTS.COM

- Air-conditioned
- 15′ Clear Height
- Open warehouse
- 8′ x 12′ Overhead door
- Restroom in unit
- Entry door in front and rear of unit
- Professionally managed
- On-site maintenance employee
- Secure and clean building

Building 2960

* Suite 1000 1,580 SF	* Suite 900 1,500 SF	* Suite 800 1,500 SF **Available 8/1/2026**	* Suite 700 1,500 SF	* Suite 400-600 4,500 SF	* Suite 300 1,500 SF	* Suite 200 1,500 SF	* Suite 100 1,580 SF **Available 7/1/2026**

TYPICAL UNIT FLOOR PLAN



CONTACT
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COLLIER PARK OF COMMERCE

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12/18/25

6100 SHIRLEY STREET

UNIT 3

NAPLES, FL 34109



FOR LEASE

INDUSTRIAL / FLEX SPACE

OFFICE/WAREHOUSE

LEASE RATE: **$20.00 PSF NNN**

UNIT	SIZE (SF)	LEASE RATE (PSF)	MONTHLY BASE RENT	CAM (PSF)	MONTHLY CAM	TOTAL MONTHLY RENT
3	7,837	$20.00	$13,061.67	$4.00	$2,612.33	$15,674.00

SIZE (SF):	**7,837± SF**
OVERHEAD DOORS:	**One (1) 12' Grade-Level**
CLEAR HEIGHT:	**26'**
YEAR BUILT:	**2021**
ZONING:	**I - Industrial** *Click Here for Uses*



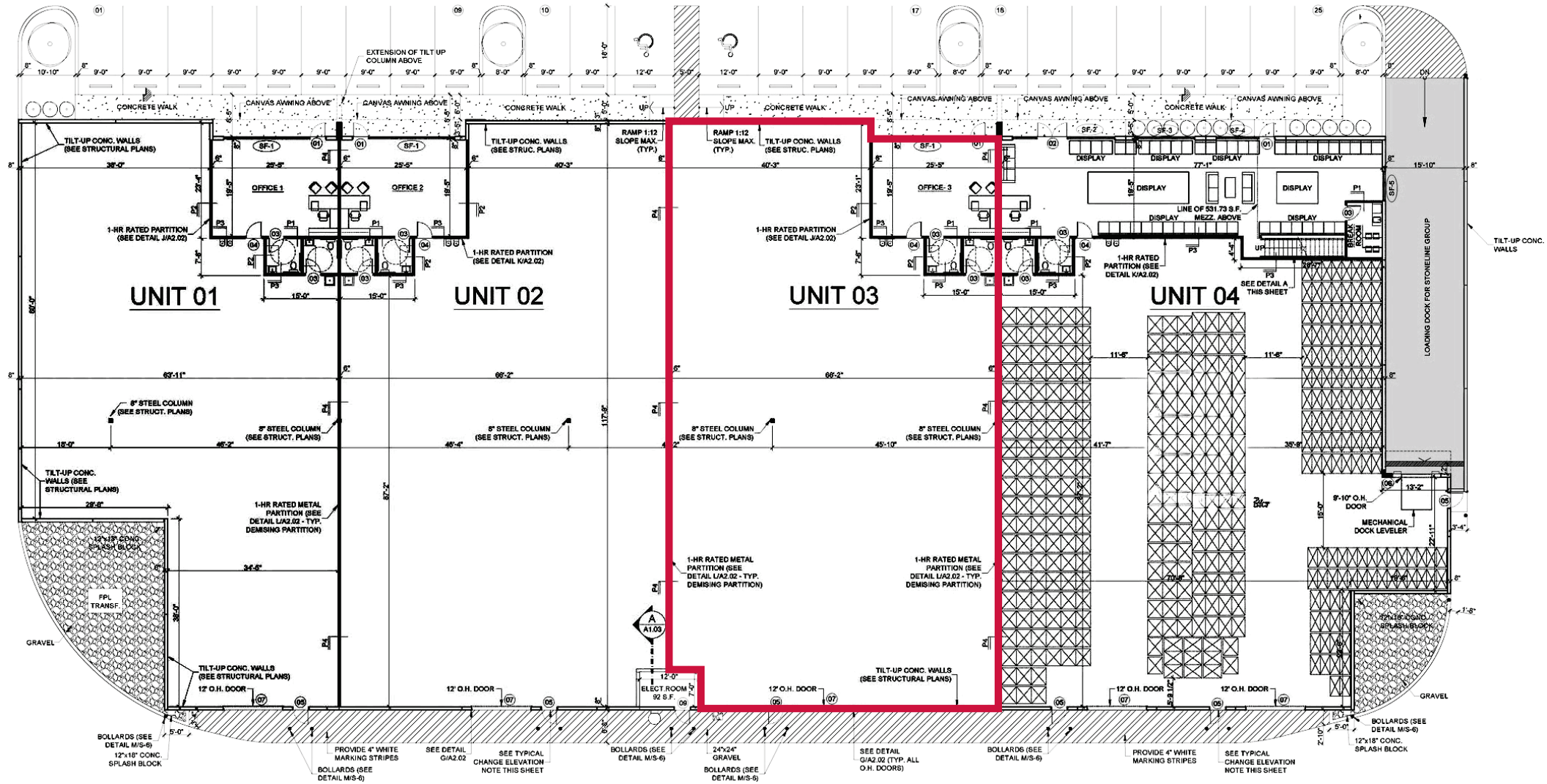


PROPERTY OVERVIEW

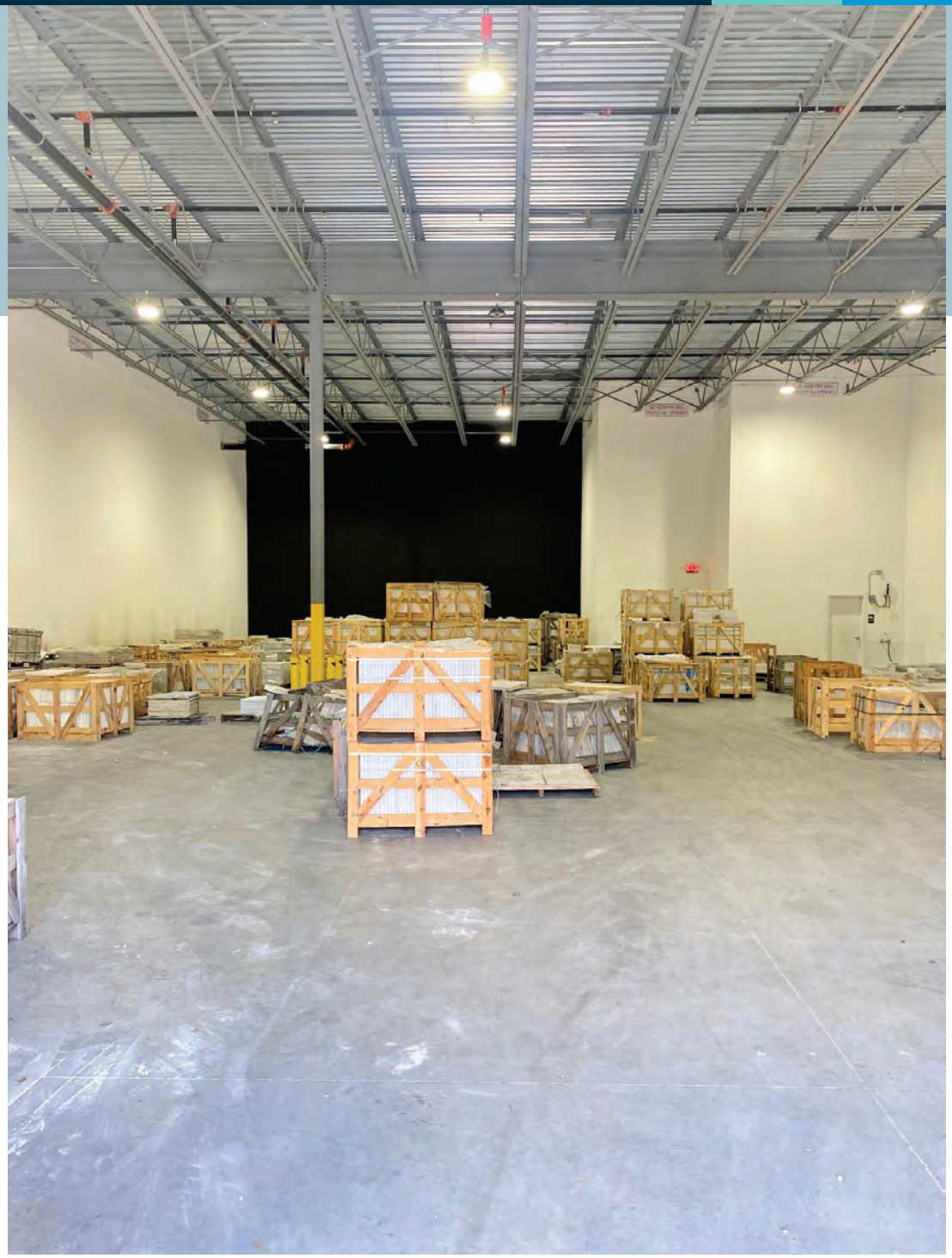
Located in the heart of Naples Industrial Park, this 7,837± SF industrial/flex space offers a versatile office/warehouse layout suitable for a variety of commercial and industrial users. The space features a storefront office, two restrooms, water fountains, a convenient roll-up door, and 26' ceilings. Its location on Shirley Street provides convenient access to Pine Ridge Road and Airport-Pulling Road, connecting businesses to surrounding commercial areas, retail destinations, and major transportation routes.

FLOOR PLAN

UNIT 3
7,837± SF











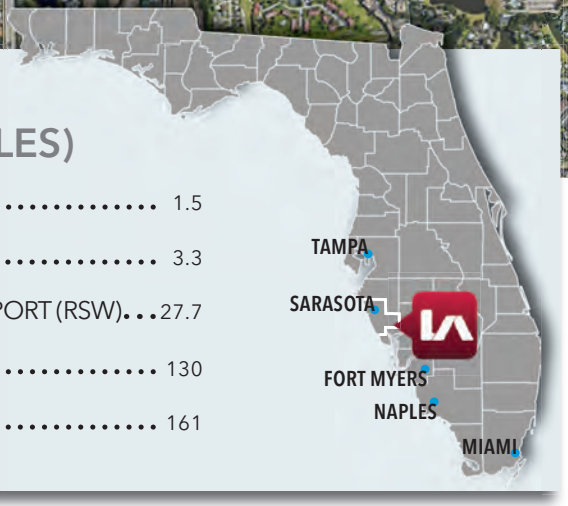
LOCATION OVERVIEW

Located within Naples Industrial Park along Shirley Street, the property offers convenient access to Pine Ridge Road, Airport-Pulling Road, and other major transportation routes. The surrounding area features established industrial and commercial businesses, nearby retail destinations, dining options, and residential communities, providing convenient access to amenities and a strong regional employment base.



DISTANCES (MILES)

US 41	1.5
I-75	3.3
SWFL INTERNATIONAL AIRPORT (RSW)	27.7
MIAMI	130
TAMPA	161



TRAFFIC COUNTS

VOLUME (AADT)	YEAR
54,000 *(Pine Ridge Road)*	2025
45,000 (N Airport Road)	

6100 SHIRLEY STREET UNIT 3

NAPLES, FL 34109

LEE & ASSOCIATES

COMMERCIAL REAL ESTATE SERVICES

EXCLUSIVE LEASING AGENTS:

JEFF BUCKLER, SIOR
Senior Vice President
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All information furnished regarding property for sale, rental or financing is from sources deemed reliable, but no warranty or representation is made to the accuracy thereof and same is subject to errors, omissions, change of price, rental or other conditions prior to sale, lease or financing or withdrawal without notice. No liability of any kind is to be imposed on the broker herein.

10/15/26

RESOLUTION NO. 2026-26

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2025/2026 BUDGET ADMINISTRATION, OPERATION AND MAINTENANCE AND DEBT.

WHEREAS, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2025/2026 for the administration, operation and maintenance and debt of the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT THAT:

Section 1. The Revised Amended Budget for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 10th day of November, 2026.

ATTEST:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairman/Vice Chairman

Ave Maria Stewardship Community District

Amended Final Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FY 2025/2026 AMENDED FINAL BUDGET

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Budget Summary

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Amended Final Maintenance Budget 2

Debt Service

Amended Final Series 2019 Debt Service Fund Budget 3

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Amended Final Series 2016 (Maple Ridge) Debt Service Fund Budget 6

Amended Final Series 2018 (Maple Ridge) Debt Service Fund Budget 7

Amended Final Series 2020 (Maple Ridge) Debt Service Fund Budget 8

Amended Final Series 2021 (Ave Maria National) Debt Service Fund Budget 9

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Amended Final Series 2023 (Master) Debt Service Fund Budget 12

Amended Final Series 2025 (Maple Ridge) Debt Service Fund Budget 13

Amended Final Series 2025 (Master) Debt Service Fund Budget 14

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
OPERATING FUND
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2025 - 9/29/2026	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
O & M ASSESSMENTS	4,770,257	**4,805,707**	4,805,707	35,450
RESERVE ASSESSMENTS	950,878	**956,445**	956,445	5,567
DEBT ASSESSMENTS	7,158,302	**7,153,077**	7,153,077	(5,225)
DEVELOPER CONTRIBUTION FOR O & M	868,496	**281,842**	281,842	(586,654)
DEVELOPER CONTRIBUTION FOR DEBT	244,085	**311,926**	311,926	67,841
DEVELOPER CONTRIBUTION - OTHER	0	**0**	0	-
OTHER REVENUES	0	**35,279**	35,279	35,279
INTEREST INCOME	500	**99,000**	98,467	97,967
TOTAL REVENUES	**$ 13,992,518**	**$ 13,643,276**	**$ 13,642,743**	(349,775)
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISORS FEES	9,600	**7,600**	7,600	2,000
PAYROLL TAX EXPENSE	734	**581**	581	153
ENGINEERING	110,000	**118,865**	118,865	(8,865)
MANAGEMENT	367,500	**73,500**	73,500	-
DISTRICT MANAGER - ON SITE	0	**294,000**	294,000	-
LEGAL	100,000	**131,737**	131,737	(31,737)
ASSESSMENT ROLL	25,000	**25,000**	25,000	-
AUDIT FEES	18,600	**19,600**	19,600	(1,000)
ARBITRAGE REBATE FEE	5,550	**5,200**	3,900	1,650
TRAVEL & LODGING	10,000	**11,360**	11,360	(1,360)
INSURANCE	120,000	**124,304**	124,304	(4,304)
LEGAL ADVERTISING	8,000	**1,646**	1,646	6,354
MISCELLANEOUS	10,000	**7,000**	3,662	6,338
POSTAGE	3,000	**5,325**	5,294	(2,294)
OFFICE SUPPLIES	3,500	**5,075**	4,978	(1,478)
RENTS & LEASES	14,400	**14,430**	14,430	(30)
DUES, LICENSE, & SUBSCRIPTIONS	500	**175**	175	325
MISCELLANEOUS FILINGS, NOTICES, ETC.	500	**0**	0	500
WEBSITE HOSTING FEES	2,500	**2,500**	2,500	-
TRUSTEE FEES	50,000	**48,734**	48,734	1,266
CONTINUING DISCLOSURE FEE	12,000	**11,000**	11,000	1,000
TOTAL ADMINISTRATIVE EXPENDITURES	**$ 871,384**	**$ 907,632**	**$ 902,866**	**$ (31,482)**
MAINTENANCE EXPENDITURES				
MAINTENANCE	3,964,509	**4,029,578**	3,850,479	114,030
TOTAL MAINTENANCE EXPENDITURES	**$ 3,964,509**	**$ 4,029,578**	**$ 3,850,479**	**$ 114,030**
TOTAL EXPENDITURES	**$ 4,835,893**	**$ 4,937,210**	**$ 4,753,345**	82,548
EXCESS OR (SHORTFALL)	**$ 9,156,625**	**$ 8,706,066**	**$ 8,889,398**	267,227
BOND PAYMENTS	$ (6,870,544)	**(7,063,005)**	(7,063,005)	(192,461)
BALANCE	**$ 2,286,081**	**$ 1,643,061**	**$ 1,826,393**	459,688
COUNTY APPRAISER & TAX COLLECTOR FEE	(359,000)	**(316,214)**	(244,214)	114,786
DISCOUNTS FOR EARLY PAYMENTS	(410,285)	**(476,789)**	(476,789)	(66,504)
NET EXCESS/ (SHORTFALL)	**$ 1,516,796**	**$ 850,058**	**$ 1,105,390**	411,406

Note: Reserve Fund Balance As Of 9-30-26 is $1,313,549.

FUND BALANCE AS OF 9/30/25	$641,880
RESERVE BALANCE AS OF 9/30/25	$380,323
AVAILABLE FUNDS AS OF 9/30/25	$261,557
FY 2025/2026 FUND BALANCE ACTIVITY	$850,058
FUND BALANCE AS OF 9/30/26	$1,111,615
RESERVE BALANCE NET CHANGE FROM 9/30/25 To 9/30/26	$933,226
AVAILABLE FUNDS AS OF 9/30/26	$178,389

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
MAINTENANCE
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/25 - 9/29/26
MAINTENANCE EXPENDITURES			
LANDSCAPE & IRRIGATION			
LANDSCAPE & IRRIGATION MAINTENANCE CONTRACT	1,050,000	938,045	938,045
PLANT REPLACEMENT	200,000	185,000	176,559
MULCH & PINESTRAW (INCLUDING BED PREP)	175,000	173,000	173,000
TREE TRIMMING	80,000	66,000	62,073
IRRIGATION REPAIR	215,000	268,000	263,411
ANNUAL FLOWERS (INCLUDING BED PREP)	80,000	80,006	80,006
MISCELLANEOUS LANDSCAPING	50,000	46,000	41,346
STREETLIGHTS & ELECTRICITY			
ELECTRICITY (STREET LIGHTS & IRRIGATION CLOCKS)	150,000	139,304	139,304
STREET LIGHT MAINTENANCE	140,000	131,000	127,552
ROADWAYS, SIDEWALK, STRIPING, SIGNAGE			
SIDEWALK/CURB/PAVER REPAIRS	100,000	93,352	93,352
ASPHALT REPAIRS (ROADWAYS/PATHWAYS)	75,000	75,000	67,689
STRIPING & TRAFFIC MARKINGS	50,000	36,951	36,951
STREET SIGNS (INCLUDING CROSSWALK FLASHING LIGHTS)	35,000	32,021	32,021
STREET SWEEPING	36,000	34,800	34,800
STORMWATER DRAINAGE, LAKES, PRESERVES			
STORMWATER DRAINAGE REPAIRS	50,000	49,907	49,907
STORM DRAIN CLEANING	50,000	32,000	27,504
LAKE MAINTENANCE (INCLUDING LITTORALS & LAKE BANKS)	80,000	94,710	94,710
PRESERVE MAINTENANCE	115,000	85,000	79,125
MISCELLANEOUS MAINTENANCE/OPERATIONS			
PRESSURE WASHING	65,000	63,157	63,157
FOUNTAIN MAINTENANCE/REPAIR	50,000	25,000	20,352
DOG WASTE STATIONS & TRASH CANS	6,000	2,866	2,866
SMALL TOOLS	5,000	3,750	3,384
VEHICLE FUEL/MAINTENANCE	10,000	7,230	7,230
RODENT / PEST CONTROL (BEES, ANTS, RATS)	20,000	17,000	14,030
MISC. MAINTENANCE & REPAIRS	55,000	52,000	49,443
CHRISTMAS LIGHTS (INCLUDING ELECTRICAL MAINTENANCE)	23,500	23,500	23,500
PROFESSIONAL SERVICES AND CIP PROJECTS			
ASSET MANAGEMENT SUPPORT & SOFTWARE	140,000	83,339	83,339
PROFESSIONAL SERVICES (ENGINEERING/CONSULTING)	70,000	31,295	31,295
SECURITY CAMERAS PH 2	250,000	238,000	137,893
ROUNDABOUT UPLIGHTING PROJECT	76,000	75,000	75,000
CROSSWALK ENHANCEMENTS	100,000	95,000	89,270
STREETLIGHT NUMBERING	10,000	9,922	9,922
UTILITIES AND RENT			
ENTRY FEATURE WATER (POTABLE AMUC)	9,400	5,874	5,874
IRRIGATION SPRINKLER WATER (AMUC)	140,000	134,964	134,964
ADMINISTRATION OFFICE RENT & OFFICE SUPPLIES	9,600	500	2
OFFICE RENT & SUPPLIES	26,000	13,500	12,452
CABLE/PHONE/MODEMS	10,000	11,485	11,485
BASE MANAGEMENT FEE (FSR)	6,000	6,000	6,000
STORM PREPAREDNESS			
STORM CLEANUP & REPAIRS	112,500	85,000	66,566
SALARIES & BENEFITS			
OPERATIONS TEAM SALARIES & BENEFITS	485,100	485,100	485,100
TOTAL MAINTENANCE EXPENDITURES	**$ 4,410,100**	**$ 4,029,578**	**$ 3,850,479**

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2019)	500	**44,000**	42,876
Net NAV Collection (2019)	1,368,371	**1,394,119**	1,394,119
Prepaid Bond Collection (2019)	0	**3,778**	3,778
Total Revenues	**$ 1,368,871**	**$ 1,441,897**	**$ 1,440,773**
EXPENDITURES			
Principal Payments (2019)	975,000	**985,000**	985,000
Interest Payments (2019)	2,865	**400,612**	400,612
Extraordinary Principal Payments (2019)	391,006	**0**	0
Total Expenditures	**$ 1,368,871**	**$ 1,385,612**	**$ 1,385,612**
Net Excess/ (Shortfall)	**$ -**	**$ 56,285**	**$ 55,161**

FUND BALANCE AS OF 9/30/25	$882,762
FY 2025/2026 ACTIVITY	$56,285
FUND BALANCE AS OF 9/30/26	$939,047

Notes

Reserve Fund Balance = $342,564*. Revenue Fund Balance = $590,433*.

Prepayment Fund Balance = $5,050*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $190,484.

* Approximate Amounts

Series 2019 Bond Refunding Information

Original Par Amount =	$20,310,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 3.00%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 9/30/26 =	$13,830,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2022A
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2022A)	100	**65,400**	65,212
Net NAV Collection (2022A)	1,643,963	**1,678,327**	1,678,327
Prepaid Bond Collection (2022A)	0	**10,445**	10,445
Total Revenues	**$ 1,644,063**	**$ 1,754,172**	**$ 1,753,984**
EXPENDITURES			
Principal Payments (2022A)	895,000	**905,000**	905,000
Extraordinary Principal Payments (2022A)	3,847	**0**	0
Interest Payments (2022A)	745,216	**757,900**	757,900
Total Expenditures	**$ 1,644,063**	**$ 1,662,900**	**$ 1,662,900**
Net Excess/ (Shortfall)	**$ -**	**$ 91,272**	**$ 91,084**

FUND BALANCE AS OF 9/30/25	$1,540,655
FY 2025/2026 ACTIVITY	$91,272
FUND BALANCE AS OF 9/30/26	$1,631,927

Notes

Reserve Fund Balance = $821,715*. Revenue Fund Balance = $798,843*.

Principal Fund Balance = $11,369*.

Revenue Fund Balance To Be Used To Make 11/1/2026 Interest Payment Of $365,944.

Principal Fund Balance To Be Used To Make 11/1/2026 Extraordinary Principal Payment Of $10,000.

* Approximate Amounts

Series 2022A Refunding Bond Information

Original Par Amount =	$22,950,000	Annual Principal Payments Due:
Interest Rate =	2.875% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 9/30/26 =	$19,510,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2015)	100	**10,300**	10,154
Net NAV Collection (2015)	163,890	**167,261**	167,261
Transfer from Construction (2015)	0	**0**	0
Prepaid Bond Collection (2015)	0	**0**	0
Total Revenues	**$ 163,990**	**$ 177,561**	**$ 177,415**
EXPENDITURES			
Principal Payments (2015)	55,000	**55,000**	55,000
Extraordinary Principal Payments (2015)	4,565	**105,800**	105,800
Interest Payments (2015)	104,425	**0**	0
Total Expenditures	**$ 163,990**	**$ 160,800**	**$ 160,800**
Net Excess/ (Shortfall)	**$ -**	**$ 16,761**	**$ 16,615**

FUND BALANCE AS OF 9/30/25	$287,118
FY 2025/2026 ACTIVITY	$16,761
FUND BALANCE AS OF 9/30/26	$303,879

Notes

Reserve Fund Balance = $168,150*. Revenue Fund Balance = $132,851*.

Prepayment Account Balance = $2,878*

Revenue Fund Balance To Be Used To Make 11/1/2026 Interest Payment Of $51,525.

* Approximate Amounts

Series 2015 Bond Information

Original Par Amount =	$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.000% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 9/30/26 =	$1,935,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2016 BOND (MAPLE RIDGE)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2016 - Bond)	100	**10,400**	10,247
Net NAV Collection (2016 - Bond)	226,663	**231,460**	231,460
Transfer from Construction (2016 - Bond)	0	**0**	0
Prepaid Bond Collection (2016 - Bond)	0	**0**	0
Total Revenues	**$ 226,763**	**$ 241,860**	**$ 241,707**
EXPENDITURES			
Principal Payments (16 - Bond)	75,000	**75,000**	75,000
Extraordinary Principal Payments (16 - Bond)	169	**0**	0
Interest Payments (16 - Bond)	151,594	**153,563**	153,563
Total Expenditures	**$ 226,763**	**$ 228,563**	**$ 228,563**
Net Excess/ (Shortfall)	**$ -**	**$ 13,297**	**$ 13,144**

FUND BALANCE AS OF 9/30/25	$280,972
FY 2025/2026 ACTIVITY	$13,297
FUND BALANCE AS OF 9/30/26	$294,269

Notes

Reserve Fund Balance = $113,297*. Revenue Fund Balance = $180,972*.

Revenue Fund Balance To Be Used To Make 11/1/2026 Interest Payment Of $74,813.

* Approximate Amounts

Series 2016 Bond Information

Original Par Amount =	$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.25%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 9/30/26 =	$2,850,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2018 BOND (MAPLE RIDGE)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2018)	100	**10,800**	10,647
Net NAV Collection (2018)	253,748	**259,114**	259,114
Transfer from Construction (2018)	0	**0**	0
Prepaid Bond Collection (2018)	0	**0**	0
Total Revenues	**$ 253,848**	**$ 269,914**	**$ 269,761**
EXPENDITURES			
Principal Payments (2018)	70,000	**70,000**	70,000
Extraordinary Principal Payments (2018)	5,413	**0**	0
Interest Payments (2018)	178,435	**180,150**	180,150
Total Expenditures	**$ 253,848**	**$ 250,150**	**$ 250,150**
Net Excess/ (Shortfall)	**$ -**	**$ 19,764**	**$ 19,611**

FUND BALANCE AS OF 9/30/25	$268,519
FY 2025/2026 ACTIVITY	$19,764
FUND BALANCE AS OF 9/30/26	$288,283

Notes

Reserve Fund Balance = $127,026*. Revenue Fund Balance = $152,553*.

Revenue Fund Balance To Be Used To Make 11/1/2026 Interest Payment Of $93,811.

Prepayment Account Balance = $8,704*

* Approximate Amounts

Series 2018 Bond Information

Original Par Amount =	$4,000,000	Annual Principal Payments Due:
Interest Rate =	4.9% - 5.375%	May 1st
Issue Date =	June 2018	Annual Interest Payments Due:
Maturity Date =	May 2049	May 1st & November 1st
Par Amount As Of 9/30/26 =	$3,325,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2020 BOND (MAPLE RIDGE)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2020)	100	**8,200**	8,070
Net NAV Collection (2020)	207,616	**211,969**	211,969
Transfer from Construction (2020)	0	**0**	0
Prepaid Bond Collection (2020)	0	**0**	0
Total Revenues	**$ 207,716**	**$ 220,169**	**$ 220,039**
EXPENDITURES			
Principal Payments (2020)	65,000	**65,000**	65,000
Extraordinary Principal Payments (20)	4,129	**0**	0
Interest Payments (2020)	138,588	**139,823**	139,823
Transfer To Construction Fund (2020)	0	**0**	0
Total Expenditures	**$ 207,716**	**$ 204,823**	**$ 204,823**
Net Excess/ (Shortfall)	**$ -**	**$ 15,346**	**$ 15,216**

FUND BALANCE AS OF 9/30/25	$198,539
FY 2025/2026 ACTIVITY	$15,346
FUND BALANCE AS OF 9/30/26	$213,885

Notes

Reserve Fund Balance = $83,065*.

Revenue Account Balance = $130,820*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $68,676.

* Approximate Amounts

Series 2020 Bond Information

Original Par Amount =	$3,440,000	Annual Principal Payments Due:
Interest Rate =	3.8% - 4.45%	May 1st
Issue Date =	July 2020	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/26 =	$3,190,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (AVE MARIA NATIONAL)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2021 - National)	0	**21,867**	19,925
Net NAV Collection (2021 - National)	612,398	**595,096**	595,096
Developer Contribution (2021 - National)	22,635	**123,249**	100,928
Prepaid Bond Collection (2021 - National)	0	**0**	0
Transfer from CP (2021 - National)	0	**6**	6
Total Revenues	**$ 635,033**	**$ 740,218**	**$ 715,955**
EXPENDITURES			
Principal Payments (2021 - National)	245,000	**245,000**	245,000
Interest Payments (2021 - National)	390,033	**393,218**	393,218
Transfer To Construction Fund (2021 - National)	0	**0**	0
Arbitrage Payment to IRS (2021-National)	0	**2,852**	2,852
Total Expenditures	**$ 635,033**	**$ 641,070**	**$ 641,070**
Net Excess/ (Shortfall)	**$ -**	**$ 99,148**	**$ 74,885**

FUND BALANCE AS OF 9/30/25	$414,026
FY 2025/2026 ACTIVITY	$99,148
FUND BALANCE AS OF 9/30/26	$513,174

Notes

Reserve Fund Balance = $319,744*.

Revenue Account Balance = $193,424*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $193,424.

11/1/26 Interest Payment To Be Partially Developer Funded.

* Approximate Amounts - Revenue Account Balance As Of 10/31/26

Series 2021 (Ave Maria National) Bond Information

Original Par Amount =	$11,340,000	Annual Principal Payments Due:
Interest Rate =	2.6% - 4.0%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2051	May 1st & November 1st
Par Amount As Of 9/30/26 =	$10,165,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (MASTER)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2021 - Master)	100	**25,000**	24,819
Net NAV Collection (2021 - Master)	640,319	**653,692**	653,692
Prepaid Bond Collection (2021 - Master)	0	**0**	0
Total Revenues	**$ 640,419**	**$ 678,692**	**$ 678,511**
EXPENDITURES			
Principal Payments (2021 - Master)	260,000	**260,000**	260,000
Extraordinary Principal Payments (2021 - Master)	1,700	**0**	0
Interest Payments (2021 - Master)	378,719	**381,644**	381,644
Total Expenditures	**$ 640,419**	**$ 641,644**	**$ 641,644**
Net Excess/ (Shortfall)	**$ -**	**$ 37,048**	**$ 36,867**

FUND BALANCE AS OF 9/30/25	$600,632
FY 2025/2026 ACTIVITY	$37,048
FUND BALANCE AS OF 9/30/26	$637,680

Notes

Reserve Fund Balance = $320,097*.

Revenue Account Balance = $317,583*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $187,897.

Series 2021 (Master) Bond Information

Original Par Amount =	$11,610,000	Annual Principal Payments Due:
Interest Rate =	2.25% - 4.0%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/26 =	$10,605,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2022 MAPLE RIDGE
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2022)	100	**17,800**	17,662
Net NAV Collection (2022)	444,361	**453,662**	453,662
Transfer from Construction (2022)	0	**0**	0
Prepaid Bond Collection (2022)	0	**0**	0
Total Revenues	**$ 444,461**	**$ 471,462**	**$ 471,324**
EXPENDITURES			
Principal Payments (2022)	160,000	**160,000**	160,000
Extraordinary Principal Payments (2022)	3,516	**0**	0
Interest Payments (2022)	280,945	**283,345**	283,345
Total Expenditures	**$ 444,461**	**$ 443,345**	**$ 443,345**
Net Excess/ (Shortfall)	**$ -**	**$ 28,117**	**$ 27,979**

FUND BALANCE AS OF 9/30/25	$434,152
FY 2025/2026 ACTIVITY	$28,117
FUND BALANCE AS OF 9/30/26	$462,269

Notes

Reserve Fund Balance = $222,150*. Revenue Account Balance = $240,119*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $139,273.

Series 2022 Bond Information

Original Par Amount =	$7,775,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/26 =	$7,165,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2023 (MASTER)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Interest Income (2024)	100	**38,323**	35,535
Net NAV Collection (2024)	973,523	**982,974**	982,974
Developer Contribution (2024)	306,727	**703,267**	442,279
Total Revenues	**$ 1,280,350**	**$ 1,724,564**	**$ 1,460,788**
EXPENDITURES			
Principal Payments (2024)	310,000	**310,000**	310,000
Extraordinary Principal Payments (2024)	0	**0**	0
Interest Payments (2024)	970,350	**977,325**	977,325
Transfer To Construction Fund (2024)	0	**0**	0
Total Expenditures	**$ 1,280,350**	**$ 1,287,325**	**$ 1,287,325**
Net Excess/ (Shortfall)	**$ -**	**$ 437,239**	**$ 173,463**

FUND BALANCE AS OF 9/30/25	$686,912
FY 2025/2026 ACTIVITY	$437,239
FUND BALANCE AS OF 9/30/26	$1,124,151

Notes

Reserve Fund Balance = $642,463*. Revenue Account Balance = $481,688*.

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $481,688.

11/1/26 Interest Payment To Be Partially Developer Funded.

* Approximate Amounts - Revenue Account Balance As Of 10/31/26

Series 2024 Bond Information

Original Par Amount =	$19,150,000	Annual Principal Payments Due:
Interest Rate =	4.50% - 5.50%	May 1st
Issue Date =	August 2023	Annual Interest Payments Due:
Maturity Date =	May 2053	May 1st & November 1st
Par Amount As Of 9/30/26 =	$18,255,000	

AMENDED FINAL BUDGET

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2025 (MAPLE RIDGE)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26	AMENDED FINAL BUDGET 10/1/25 - 9/30/26	YEAR TO DATE ACTUAL 10/1/25 - 9/29/26
Interest Income	0	**4,922**	4,726
Bond Proceeds (2025)	0	**123,405**	123,405
Developer Contribution (2025)	0	**28,618**	0
Total Revenues	**$ -**	**$ 156,945**	**$ 128,131**
EXPENDITURES			
Principal Payments	0	**30,000**	30,000
Interest Payments	0	**104,323**	104,323
Transfer To Capital Projects (2025)	0	**1,682**	1,682
Bond Redemption	0	**0**	0
Total Expenditures	**$ -**	**$ 136,005**	**$ 136,005**
Excess/ (Shortfall)	**$ -**	**$ 20,940**	**$ (7,874)**

FUND BALANCE AS OF 9/30/25	$122,031
FY 2025/2026 ACTIVITY	$20,940
FUND BALANCE AS OF 9/30/26	$142,971

Notes

Reserve Fund Balance = $80,580*. Revenue Account Balance = $62,391*

Revenue Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $62,391.

Capitalized Interest Was Set-Up Through November 2025.

* Approximate Amounts - Revenue Account Balance As Of 10/31/26

Series 2025 Bond Information

Original Par Amount =	$2,245,000	Annual Principal Payments Due:
Interest Rate =	4.15% - 5.95%	May 1st
Issue Date =	July 2025	Annual Interest Payments Due:
Maturity Date =	May 2055	November 1st
Par Amount As Of 9/30/26 =	$2,215,000	

AMENDED FINAL BUDGET

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
DEBT SERVICE FUND - SERIES 2025 (MASTER)
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26	AMENDED FINAL BUDGET 10/1/25 - 9/30/26	YEAR TO DATE ACTUAL 10/1/25 - 9/29/26
Interest Income	0	**57,500**	57,329
Bond Proceeds (2025)	0	**2,492,554**	2,492,554
Developer Contribution (2025)	0	**0**	0
Total Revenues	**$ -**	**$ 2,550,054**	**$ 2,549,883**
EXPENDITURES			
Principal Payments	0	**0**	0
Interest Payments	0	**727,101**	727,101
Bond Redemption	0	**0**	0
Total Expenditures	**$ -**	**$ 727,101**	**$ 727,101**
Excess/ (Shortfall)	**$ -**	**$ 1,822,953**	**$ 1,822,782**

FUND BALANCE AS OF 9/30/25	$0
FY 2025/2026 ACTIVITY	$1,822,953
FUND BALANCE AS OF 9/30/26	$1,822,953

Notes

Reserve Fund Balance = $991,027*. Interest Account Balance = $831,926*

Interest Account Balance To Be Used To Make 11/1/2026 Interest Payment Of $774,427.

Capitalized Interest Was Set-Up Through November 2026.

Capital Projects Bond Proceeds = $26,762,445. Total Bond Proceeds = $29,255,000.

FY 2025/2026 Cost Of Issuance = $558,665.

FY 2025/2026 Capital Outlays = $13,239,119.

Construction Fund Balance As Of 9/30/26 = $13,499,870* (Available For Capital Expenditures).

* Approximate Amounts

Series 2025 Bond Information

Original Par Amount =	$29,255,000	Annual Principal Payments Due:
Interest Rate =	4% - 5.6%	May 1st
Issue Date =	November 2025	Annual Interest Payments Due:
Maturity Date =	May 2056	November 1st
Par Amount As Of 9/30/26 =	$29,255,000	

RESOLUTION NO. 2026-27

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2025/2026 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM

WHEREAS, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2025/2026 for the master irrigation utility system.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT THAT:

Section 1. The Revised Amended Budget for Fiscal Year 2025/2026 for the District's Master irrigation utility is attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 10th day of November, 2026.

ATTEST:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairman/Vice Chairman

Ave Maria Master Irrigation Utility

Amended Final Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026

AMENDED FINAL BUDGET
AVE MARIA MASTER IRRIGATION UTILITY
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2025/2026 ANNUAL BUDGET	FISCAL YEAR 2025/2026 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2025 - 9/29/2026
Ave Maria Utility Revenue (Irrigation)	2,089,744	**1,751,681**	1,751,681
Developer Contribution	87,157	**450,000**	300,000
Connection Fees	5,000	**50,785**	50,785
Installations	120,002	**151,538**	151,538
Miscellaneous Revenue	11,240	**4,612**	4,612
Interest	0	**4,667**	4,667
Peninsula True-Up Of Expenditures	0	**0**	0
Total Revenues	**$ 2,313,143**	**$ 2,413,283**	**$ 2,263,283**
EXPENDITURES			
Management Fee	255,974	**255,974**	255,974
Electricity	419,448	**419,448**	419,448
Labor & Benefits	653,345	**653,345**	653,345
Chemicals	1,500	**1,500**	1,500
Repairs & Maintenance	228,745	**228,745**	228,745
Testing	1,500	**1,500**	1,500
Meter Purchase	94,764	**94,764**	94,764
Meter Installation	8,271	**8,271**	8,271
Other Direct Costs	98,157	**98,157**	98,157
Administration Fee	12,000	**12,000**	12,000
AMUC Bulk Water Charge (Reclaimed)	539,439	**500,000**	479,680
Peninsula True-Up Of Expenditures	0	**150,000**	0
Total Expenditures	**$ 2,313,143**	**$ 2,423,704**	**$ 2,253,384**
Excess/ (Shortfall)	**$ -**	**$ (10,421)**	**$ 9,899**

FUND BALANCE AS OF 9/30/2025	$63,919
PROJECTED FY 2025/2026 ACTIVITY	($10,421)
PROJECTED FUND BALANCE AS OF 9/30/2026	$53,498

Ave Maria
Stewardship Community District

MEMORANDUM

To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: October 27, 2026

Board Meeting Date: November 10, 2026

SUBJECT

Resolution adopting an annual report of goals, objectives, and performance measures and standards.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Resolution adopting an annual report of goals, objectives, and performance measures and standards.

GENERAL INFORMATION

During their 2024 legislative session, the Florida Legislature adopted House Bill 7013 (HB7013), which among other things, requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives. The Board of Supervisors unanimously approved the goals and objectives at the regular board meeting on November 5, 2025 and staff has reviewed the goals and objectives throughout the year. HB7013 also requires each special district to publish an annual report on its website detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved by December 1 each year. The annual report is included herein for the Board's consideration. It should be noted that the goals and objectives can be changed/added throughout the year, but it is not a requirement to adopt new goals and objectives each year. The key categories along with the goals are listed below:

- Communication and Community Engagement
    - Remain compliant with Florida Law for all District meetings
    - Improve communication
- Operation & Maintenance of Infrastructure and Assets
    - Insure, operate and maintain district infrastructure and assets
- Financial Transparency and Accountability
    - Remain compliant with Florida Law for all District financing activities

Staff recommends that the Board of Supervisors adopt the Resolution approving the Annual Report as presented to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

PROCUREMENT REVIEW

Not applicable

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved.

FUNDING REVIEW

Not applicable

Attachments

RESOLUTION 2026-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the "District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 2004-461, Laws of Florida being situated entirely within Collier County, Florida; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2025-30 on September 6, 2025 establishing goals and objectives for the District and creating performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District's goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the "Annual Report") and presented the Annual Report to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, THAT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District's success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of November, 2026.

ATTEST:	**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**
_____	_____
Print name: _____	Print name: _____
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A:

Goals, Objectives, and Performance Measures/Standards & Annual Reporting Form

1. COMMUNICATION AND COMMUNITY ENGAGEMENT

Goal 1.1	**Remain compliant with Florida Law for all District meetings**
Objectives	Notice all District regular, special and public hearing meetings Conduct all post-meeting activities District records retained in compliance with Florida Sunshine Laws Monthly website reviews
Performance Measures	All meetings publicly noticed as required (YES) Meeting minutes and post-meeting action completed (YES) District records retained as required by law (YES) Conduct monthly website reviews (YES)
Comments	**Goal achieved**

Goal 1.2	**Improve Communication**
Objectives	Develop strategic messaging and communication materials to support the mission of the District. Inform and educate community members and key stakeholders about the role and responsibilities of the District.
Performance Measures	Provide a minimum of two (2) communication outlets to effectively share information and initiatives (YES)
Comments	**Goal achieved**

2. OPERATION & MAINTENANCE OF INFRASTRUCTURE AND ASSETS

Goal 2.1	**Insure, Operate, and Maintain District Infrastructure and Assets**
Objectives	Annual renewal of District insurance policy Contracted Services for District Operations in effect Compliance with all required permits
Performance Measures	District insurance renewed and in force (YES) Contracted Services in force for District operations (YES) Permits in compliance (YES)
Comments	**Goal achieved**

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1	**Remain Compliant with Florida Law for all District Financing Activities**
Objectives	District adopted fiscal year budget District amended budget at end of fiscal year Process all District finance accounts receivable and payable Support District annual financial audit activities
Performance Measures	District adopted fiscal year budget (YES) District amened budget at end of fiscal year (YES) District accounts receivable/payable processed for the year (YES) Annual financial audit has "no findings" (YES) **If "no" explain**
Comments	**Goal achieved**

Ave Maria

Stewardship Community District

MEMORANDUM

To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: November 4, 2026

Board Meeting Date: November 10, 2026

SUBJECT

Change Order #1 to Haskins, Inc. for utility improvements in conjunction with the Arthrex Commerce Park Phase 3 project.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve Change Order #1 for utility improvements in conjunction with the Arthrex Commerce Park Phase 3 project.

GENERAL INFORMATION

In August 2026, the Ave Maria Stewardship Community District (District) entered into an agreement with Haskins, Inc. (Haskins) for construction services in conjunction with the Arthrex Commerce Park Phase 3 project for drainage and utility construction for an original contract price of $3,711,996.75. The proposed change order #1 in the amount of $109,114.00 is for additional gravity sewer that was added to the construction plans after the project was bid. Ave Maria Utility Company (AMUC) is responsible for the cost of the utility work items included with this project, in accordance with the terms and conditions of the Cost Share Agreement previously approved by the Board. The new total contract price for Haskins, incorporating change order #1, is $3,821,110.75.

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved change order #1.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved change order #1.

FUNDING REVIEW

Cost Share Agreement with Ave Maria Utility Company

Change Order No. 1

Date of Issuance: 10/26/2026 Effective Date: 10/26/2026

Project: Arthrex Commerce Park Ph 3A & 3B	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Drainage, Potable Water, Sanitary Sewer & Irrigation Construction		Date of Contract: 7/30/2026
Contractor: Haskins, Inc.		Engineer's Project No.: P-AMD-048

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional Gravity Sewer

Phase 3A
Sewer Add: $105,489.00
Misc. Add: $3,625.00

Attachments (list documents supporting change): Haskins CO request dated 10/13/2026

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$3,711,996.75

[Increase] [Decrease] from previously approved Change Orders No. NA to No. N/A

$ -0-

Contract Price prior to this Change Order:

$3,711,996.75

Increase of this Change Order:

$109,114.00

Contract Price incorporating this Change Order:

$3,821,110.75

CHANGE IN CONTRACT TIMES:

Original Calendar days
Substantial completion (days or date): 210
Ready for final payment (days or date): 60

~~[Increase] [Decrease]~~ from previously approved Change Orders
No. NA to No. __:
Substantial completion (days): NA
Ready for final payment (days): NA

Contract Times prior to this Change Order:
Substantial completion (days or date): 210
Ready for final payment (days or date):60

~~[Increase] [Decrease]~~ of this Change Order:
Substantial completion (days or date): No change
Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:
Substantial completion (days or date): 210
Ready for final payment (days or date): 60

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized	Owner (Authorized	Contractor (Authorized Signature)
Date: 10/27/2026	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

Heavy Utility Construction

Serving S.W. Florida for over 30 years

Haskins Inc.

10956 Enterprise Ave.
Bonita Springs, FL 34135
Ph. 239-947-1846
Fax. 239-947-3857

Water, Sewer

Drainage , Excavation

Proposal Date: 10/13/2026
Submitted To: Ava Maria CDD

Contact: Allyson Holland

Bid Title: CO # 01 - 3A Sewer Additions
Project Location:
Engineer:
Plan Date:

Item	Description	Unit	Estimated Quantity	Unit Price	Total
	CO # 01 - 3A Sewer Additions				
	Sanitary Sewer				
S-1	8" SDR 26 PVC 12-14' Cut	LF	64	$ 58.50	$ 3,744.00
S-2	8" SDR 26 PVC 14-16' Cut	LF	398	$ 58.50	$ 23,283.00
S-3	8" SDR 26 PVC 16-18' Cut	LF	398	$ 58.50	$ 23,283.00
S-4	12-14' Manhole	EA	1	$ 14,776.00	$ 14,776.00
S-5	14-16' Manhole	EA	2	$ 16,001.50	$ 32,003.00
S-7	Television Inspection	LF	860	$ 4.00	$ 3,440.00
S-8	Sewer Testing	LS	1	$ 4,960.00	$ 4,960.00
Misc.-2	Survey	LS	1	$ 1,650.00	$ 1,650.00
Misc.-5	Density Testing	LS	1	$ 1,975.00	$ 1,975.00
					$ 109,114.00

Stipulations:

Bond is not included. (Add 2% if bond is required)

Exclusions:
The items listed below are excluded from this quote unless specifically called out in the line items above.
Permits

Accepted:

By: _____ Haskins Inc. _____
Date: _____ Date: _____

Ave Maria
Stewardship Community District

MEMORANDUM

To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: November 3, 2026

Board Meeting Date: November 10, 2026

SUBJECT

Resolution accepting the certification of the District engineer that the Series 2023 Master Bonds Phase 4 project is complete and declaring the Series 2023 Master Bonds Phase 4 project complete.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors accepting the certification of the District engineer that the Series 2023 Master Bonds Phase 4 project is complete and declaring the Series 2023 Master Bonds Phase 4 project complete.

GENERAL INFORMATION

Similar to closing out prior bond projects, the proposed Resolution requests the Board's acceptance of certification of the District engineer and declaring completion of construction improvements for the previously issued Series 2023 Master Bonds Phase 4 project. This is an administrative function to close out the project properly pursuant to the bond indenture requirements. There are no remaining construction proceeds available in the account associated with this project, and this is a procedural step in completing the project which has a District engineer's certificate of completion. If the resolution is approved, the trustee will close out the applicable construction account and the improvements will be reflected as being placed into service on the District's audit. It should be noted that some of the other District projects are still ongoing and the Board will consider those once complete.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

The District Engineer reviewed and approved the Engineer's Certification.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the Engineer's Certification and Resolution.

FUNDING REVIEW

Not applicable

Attachments

RESOLUTION 2026-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2023 BONDS PHASE 4 MASTER IMPROVEMENTS PROJECT IS COMPLETE; DECLARING THE SERIES 2023 BONDS PHASE 4 MASTER IMPROVEMENTS PROJECT COMPLETE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the "**District**") was established by Chapter 2004-461, Laws of Florida, as amended (the "**Act**") for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in the Act and Chapter 189, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (the "**Board**") of the District adopted Resolution No. 2004-04, 2005-02, 2006-03, 2006-04, 2006-07, and 2023-10 establishing the debt service special assessments securing the 2023 Bonds, authorizing the issuance of $19,150,000.00 in aggregate principal amount of its Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act; and

WHEREAS, the District duly authorized and issued Ave Maria Stewardship Community District (Collier County, Florida) Capital Improvement Revenue Bonds, Series 2023 (Phase 4 Master Improvements Project) (the "**Series 2023 Bonds**") in the aggregate principal amount of $19,150,000.00, for the purpose of funding a portion of the construction, installation, and acquisition of public infrastructure, improvements, and services (the "**Series 2023 Bonds Phase 4 Master Improvements Project**"), as identified and described in that certain *Master Capital Improvement Program*, dated May 2, 2006 as supplemented by the *Amended Fifth Sub-Master Supplemental Engineer's Report for Ave Maria Stewardship Community District Series 2023 Master Bonds*, dated July 5, 2023 (the "**Engineer's Report**"); and

WHEREAS, the Engineer's Report estimates capital costs totaling $16,876,531.00 for the Series 2023 Bonds Phase 4 Master Improvements Project (the "**Total Project Costs**"); and

WHEREAS, the Board adopted Resolution 2023-10, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to the Act, Chapters 170 and 197, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

WHEREAS, the Series 2023 Bonds Phase 4 Master Improvements Project specially benefits the developable acreage in the District as set forth in Resolution 2023-10 and secured by assessments as described in the *Series 2023 Master Bonds Supplement to the Fifth Sub-Master Supplemental Assessment Methodology Report*, dated August 1, 2023 and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2023 Bonds Phase 4 Master Improvements Project financed with the Series 2023 Bonds to the specially benefitted properties within the District as set forth in Resolution 2023-10; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the *Master Trust Indenture*, dated December 1, 2006 (the "**Master Indenture**"), as supplemented by that *Fourteenth Supplemental Trust Indenture*, dated August 1, 2023 (the "**Fourteenth Supplemental Indenture**", together with the Master Indenture, the "**Indenture**") both by and between the District and U.S. Bank Trust Company, National Association, as Trustee, the District Engineer executed and delivered a Certificate of Completion of the Series 2023 Bonds Phase 4 Master Improvements Project dated November 4, 2026, (the "**Engineer's Certification**") attached hereto as **Exhibit A**, wherein the District Engineer certified the Series 2023 Bonds Phase 4 Master Improvements Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certification evidencing the completion date of the Series 2023 Bonds Phase 4 Master Improvements Project as described above, the Board desires to certify the Series 2023 Bonds Phase 4 Master Improvements Project complete in accordance with the Indenture; and

WHEREAS, the actual costs of the Series 2023 Bonds Phase 4 Master Improvements Project was greater than or equal to the amount deposited in the Acquisition and Construction Fund resulting in substantially no excess proceeds from the Series 2023 Bonds in the Acquisition and Construction Account.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act and Chapter 170, *Florida Statutes*, and in accordance with the provisions of Resolution 2023-10.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2023 BONDS PHASE 4 MASTER IMPROVEMENTS PROJECT. The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as **Exhibit A**, certifying the Series 2023 Bonds Phase 4 Master Improvements Project complete and upon reliance thereon, certifies the Series 2023 Bonds Phase 4 Master Improvements Project complete in accordance with Resolution 2023-10 and the Indenture. The Completion Date, as that term is defined in the Indenture, for the Series 2023 Bonds Phase 4 Master Improvements Project shall be the date of the Engineer's Certification.

SECTION 4. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2023-10, which remains in full force and effect. This Resolution and Resolution 2023-10 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

SECTION 5. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of

this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 6. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 10th day of November 2026.

ATTEST:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Engineer's Certification, dated November 4, 2026

EXHIBIT A

Engineer’s Certification, dated November 4, 2026

CERTIFICATE REGARDING COMPLETION OF CONSTRUCTION

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
SERIES 2023 BONDS PHASE 4 MASTER IMPROVEMENTS PROJECT

November 4, 2026

Ave Maria Stewardship Community District
Board of Supervisors
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Certification of Completion
Ave Maria Stewardship Community District – Series 2023 Bonds Phase 4 Master Improvements Project

This certificate is furnished in accordance with the *Master Trust Indenture* and the *Fourteenth Supplemental Trust Indenture* dated December 1, 2006 and August 1, 2023 between the Ave Maria Stewardship Community District and U.S. Bank Trust Company, National Association (together the "Indentures"), and is intended to evidence the completion of the Series 2023 Bonds Phase 4 Master Improvements Project undertaken by the Ave Maria Stewardship Community District. All capitalized terms used herein shall have the meaning ascribed to them in the Indentures.

I. The Series 2023 Bonds Phase 4 Master Improvements Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Project have been paid for.

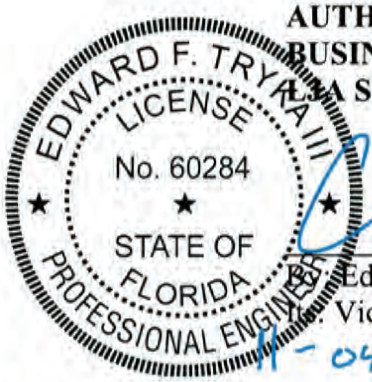
II. All other facilities necessary in connection with the Series 2023 Bonds Phase 4 Master Improvements Project have been constructed, acquired, and installed in accordance with the specifications therefore and all costs and expenses incurred in connection therewith have been paid or adequate provision has been made for such payment by the District.

III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Series 2023 Bonds Phase 4 Master Improvements Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.

IV. The total Cost of the Series 2023 Bonds Phase 4 Master Improvements Project was greater than the amount deposited in the Acquisition and Construction Fund

resulting in substantially no excess proceeds from the Series 2023 Bonds in the Acquisition and Construction Account.

LJA, INC. A TEXAS CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA AS LJA SERVICES, INC.



By: Edward F. Tryka III, PE
Its: Vice President, Transportation
11-04-2026

STATE OF FLORIDA
COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 4th day of November 2026, by Edward F. Tryka III, as Vice President of Transportation of LJA Engineering, Inc. He [✓] is personally known to me or [ ] produced _____ as identification.

(NOTARY SEAL)
LINDSAY A. TAYLOR
Notary Public
State of Florida
Comm# HH712101
Expires 8/19/2029

Notary Public, State of Florida

Name: Lindsay A. Taylor
(Name of Notary Public, printed, stamped or typed as commissioned)

Ave Maria
Stewardship Community District

MEMORANDUM

To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: October 27, 2026

Board Meeting Date: November 10, 2026

SUBJECT

Resolution setting public hearing on prequalification procedures.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Resolution setting a public hearing on prequalification procedures.

GENERAL INFORMATION

Staff is interested in growing the "library" of prequalified contractors to provide construction and maintenance services for public infrastructure improvements. The District prequalified contractors in 2021, 2023, and early 2026, and the proposed Resolution includes extending the previous prequalified contractors. This is the first step of the prequalification process. Staff included the submittal of the qualification package for Board consideration, and the proposed Resolution includes setting a public hearing to authorize use of the qualification package. Should the Board approve the Resolution, staff will notice the public hearing in accordance with the District's Rules of Procedure.

Next steps include:

- Publishing the advertisement for the public hearing and holding the public hearing tentatively scheduled for December 1, 2026.
- Hold public hearing (12/1/26). Board to consider adopting a resolution authorizing staff to move forward with the prequalification process, approve the evaluation committee members, and an evaluation committee meeting date.
- Following the public hearing, staff will notice the Request for Qualifications (RFQ) for prequalification submittals to be published.
- Qualifications are due 30 days from the date the notice runs (~mid-January).
- Hold evaluation committee meeting (prior to February meeting), and prepare written recommendation for the Board.
- February Board meeting – Board considers qualification submittals and adopts Resolution adopting prequalified contractor list. Then staff provides notice to prequalified contractors.

PROCUREMENT REVIEW

In accordance with Rules of Procedure.

DISTRICT ENGINEER REVIEW

The District Engineer has reviewed and approved the submittal of qualification package.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the Resolution.

FUNDING REVIEW

Not applicable

Attachments

RESOLUTION 2026-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING CONSTRUCTION AND MAINTENANCE SERVICES PREQUALIFICATION CRITERIA AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ave Maria Stewardship Community District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, as amended, (the "Act") being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by the Act to prequalify contractors for construction and maintenance services pursuant to its Rules of Procedure and Chapter 255, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District's proposed construction prequalification criteria and procedures on _____, 202__, at _____ __.m., at _____. Such proposed construction prequalification criteria and procedures shall be for consideration of additional prequalified contractors to supplement those prequalified by action of the Board May 4, 2021, December 19, 2023, and March 3, 2026.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with its rules and Chapter 255, Florida Statutes.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of November 2026.

ATTEST:

_____
Secretary/Assistant Secretary

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

_____
Chairman, Board of Supervisors

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

CONTRACTOR'S PREQUALIFICATION STATEMENT (CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND MAINTENANCE SERVICES)

_____

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REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION AND MAINTENACE SERVICES
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA

The Ave Maria Stewardship Community District ("District") requests Applications for Qualification from firms interested in providing construction and maintenance services for public infrastructure improvements. Upcoming projects include the construction of various infrastructure improvements and maintenance services in and around the District including construction of roadways, concrete sidewalk and curb, stormwater management facilities, irrigation facilities, earthwork, landscape, hardscape, street lighting/electrical, and other public improvements and maintenance services including preserve maintenance, exotic vegetation removal, and lake and littoral maintenance. With the exception of landscaping, construction projects may also include maintenance of existing infrastructure.

To be eligible to submit qualifications, firms must hold all required applicable licenses in good standing and be authorized to do business in the Collier County, and the State of Florida.

Applicants may request an Application for Qualification from Ave Maria Stewardship Community District, 5072 Annunciation Circle, Suite 218, Ave Maria, Florida 34142, or via email to aholland@sdsinc.org beginning **_____, _____, 202__**, after **12:00 p.m**. Applicants must submit one (1) electronic copy of the Application for Qualification by **3:00 p.m**. on **_____, _____, 202__**. Address responses to: Ms. Allyson Holland, District Manager, via email to aholland@sdsinc.org.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction or maintenance services. Packages will be reviewed and rated by a committee appointed by the District Board of Supervisors, with final selected expected to be made at a publicly noticed Board of Supervisors (the "Board") meeting as soon as practicable after receipt of the recommendations of the Committee appointed by the Board to evaluate the submitted packages. At that time, all qualified firms may be assigned a project qualification for work under District contracts. All applicants will be promptly notified after the construction and maintenance firms are selected. The pre-qualification decisions of the Board of Supervisors shall be valid for a period of three (3) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years, which may be further extended in the Board's sole discretion, or open the prequalification process again, at its sole discretion. The District reserves the right to waive any informality in the qualifications submitted, to reject any and all qualifications submitted and to advertise for the services.

Pre-qualified firms will be eligible to bid on construction and maintenance projects subject to the applicants approved project classification and aggregate limit. Failure to pre-qualify may preclude the District from awarding contracts for construction and maintenance services to non-qualified firms.

Applicants may contact the District Manager, at Ave Maria Stewardship Community District, 5072 Annunciation Circle, Suite 218, Ave Maria, Florida 34142 or via email to aholland@sdsinc.org, until the qualifications submittal deadline for further information. All requests for information shall be in writing.

Allyson Holland, District Manager

Publication Date: _____, 202__

NOTICE TO PROSPECTIVE BIDDERS

The information required herein is for the purpose of fairly evaluating contractor qualifications to perform various construction and maintenance activities for the Ave Maria Stewardship Community District (the "District").

APPLICANTS FOR PREQUALIFICATION AS BIDDERS FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONTRACTS ARE HEREBY NOTIFIED THAT INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, YOU ARE HEREWITH NOTIFIED THAT THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONSIDERS SUCH ACTION ON THE PART OF THE APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL, SUSPENSION, OR REVOCATION OF THE PROSPECTIVE BIDDER'S QUALIFICATION FOR BIDDING ON ITS PROJECTS.

Please be advised that this application must be complete within itself without reference to any other application or statement. All sections of the application shall be completed. If any of the requested information does not apply, it shall be indicated as "None" or "N.A." as applicable. Failure to make entries in every section of this application may result in a disqualification.

All financial information provided in this application and accompanying audited financial statements are exempt from public record laws pursuant to Section 119.071(1)(c), Florida Statutes, and will be kept confidential. District can request annual audits and annual resubmittal of any or all financial statements from any prequalified contractor**.**

The properly completed Contractor's Prequalification Statement shall be submitted to Ave Maria Stewardship Community District, 5072 Annunciation Circle, Suite 218, Ave Maria, Florida 34142. Any questions with regard to the requests for information contained herein shall be addressed to Ms. Allyson Holland, District Manager, Ave Maria Stewardship Community District, 5072 Annunciation Circle, Suite 218, Ave Maria, Florida 34142, or via email to aholland@sdsinc.org.

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Ave Maria Stewardship Community District
Minimum Contractor Qualifications
For Public Infrastructure Improvements

Contractor: _____ Contact: _____

Address: _____

Phone: _____ Email: _____

Typical Work Description: Construction of Public Infrastructure Improvements may include earthwork, paving, concrete sidewalk and curbs, drainage, irrigation, landscaping, hardscaping, street lighting/electrical, roadway improvements and all work associated with these types of activities; maintenance services include exotic vegetation removal/preserve maintenance, and lake and littoral maintenance. With the exception of landscaping, construction projects may include maintenance of existing infrastructure.

Owner: Ave Maria Stewardship Community District

Certification: I acknowledge that the Ave Maria Stewardship Community District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Public Infrastructure Construction and Maintenance Services based upon the Determination of Qualified Prospective Bidder information contained herein.

_____
Signature

_____
Print Name

_____ _____
Title Date

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
CONTRACTOR PREQUALIFICATION STATEMENT

Application for Contractor Prequalification
(Attach Additional Sheets if Necessary)

DATE SUBMITTED _____, 202__

1. Applicant _____ /_/ A Partnership
[Company Name] /_/ A Corporation
/_/ A Subsidiary Corporation

2. Parent Company Name _____

3. Parent Company Address:

Street Address _____

P. O. Box (if any)_____

City _____ State _____ Zip Code _____

Telephone _____

1st Contact Name_____ Title _____

2nd Contact Name _____ Title _____

4. Applicant Company Address (if different):

Street Address _____

P. O. Box (if any)_____

City _____ State _____ Zip Code _____

Telephone _____

1st Contact Name_____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the applicant would perform work for the Ave Maria Stewardship Community District work.

Street Address_____

City_____State_____Zip Code_____

Telephone_____

1st Contract Name_____Title_____

6. Is the applicant Company incorporated in the State of Florida? yes ( ) no ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State Division of Corporations? yes ( ) no ( )

  If no, please explain _____

  _____

  _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the applicant company is incorporated in? _____
- Is the company in good standing with the State? yes ( ) no ( )

  In no, please explain _____

  _____

- Date incorporated _____ Charter No. _____
- Is the applicant company authorized to do business in the State of Florida? yes ( ) no ( )

7. Is the applicant Company a registered or licensed contractor with the State of Florida? yes ( ) no ( )
Provide copies of all licenses listed.

7.1 If yes, provide the following:

- Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____ _____.
- License No. _____ Expiration Date _____
- Qualifying individual _____ Title _____
- List company(s) currently qualified under this license _____

  _____

7.2 Is the applicant Company a registered or licensed Contractor with Collier County? yes ( ) no( )

7.3 Has the applicant Company performed work for an independent special district previously? yes ( ) no ( )

8. Is the applicant company prequalified by the Florida Department of Transportation? yes ( ) no ( )

If yes, provide the following:

o Work Class Ratings _____

_____

o Maximum Capacity Rating _____

9. Name of Applicant's Bonding Company _____

Address _____

Approved Bonding Capacities:
Aggregate Limit $_____
Single Project Limit $_____
Total Current Contracts Bonded $_____

Note: All bonds and insurance policies obtained by Applicant required herein shall be issued by companies authorized to do business in the State of Florida and shall have a financial strength rating of A or better, and a financial size category of X or higher, as rated by A.M. Best Company.

Name of Applicant's Bonding Agency _____

Address _____

Contact Name _____ Phone _____

10. List the Applicant's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2024)_____ (2025)_____, (2026)_____

11. List the classification(s) (refer to attached listing) of work the applicant is applying for prequalification based on the applicant company's ability to self perform the work (excluding general contracting).

_____ _____
_____ _____
_____ _____

12. What are the applicant company's current insurance limits? If contractor does not have a certain category of coverage listed below, please note none. (provide a copy of applicant's certificate of insurance)

General Liability $_____
Automobile Liability $_____
Workers Compensation $_____
Contractor's Pollution Liability $_____
Umbrella Liability/Excess Liability $_____
Contractors Additional Insured Status
- General Liability _____
- Auto Liability _____

Per Project Aggregate Limit
- General Liability _____

Waiver of Subrogation in favor of District
- General Liability _____
- Auto Liability _____
- Workers' Compensation _____

Expiration Date _____

Note: Applicant must provide a certification that their insurance carrier is authorized to conduct business in Florida. Coverage must be provided on a primary, non-contributory basis.

13. Has the applicant company been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes ( ) no ( )

If yes, please describe each violation, fine, and resolution _____

_____

13.1 What is the applicant's current worker compensation rating? _____

13.2 Has the applicant company experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes ( ) no ( )

If yes, please describe each incident _____

_____

_____

14. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies)

_____

_____

the state(s) where barred or suspended _____
and the period(s) of debarment or suspension _____

_____

15. What is the construction or maintenance experience of the principal supervisory construction or maintenance personnel of your organization? (Attach resumes here.)

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK*	YEARS OF CONSTRUCTION /MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

*Give in sufficient detail for the District to evaluate your experience in the classifications of work for which you are requesting prequalification.

16. Have you ever failed to complete any work awarded to you? Yes _____ No _____ If so, where and why? _____

_____

17. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Yes _____ No _____ If so, state name of individual, other organization and reason therefore.

18. List any and all litigation with owners or major subcontractors to which the Applicant has been a party in the last five (5) years and describe the outcome or resolution.

19. Has the Applicant or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

20. Within the past five (5) years, has the Applicant failed to complete a project within the scheduled contract time? _____ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

21. Does the Applicant have adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought? Yes_____ No_____ If no, please explain:

INCLUDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:

1. Applicants shall provide letters of recommendation from at least two agencies or firms with direct knowledge of the applicant's key personnel and work performance in sufficient detail to assist in rating the applicant's ability to perform the classification of work for which the applicant is applying for prequalification. The letters must contain specific information regarding the following:

   (a) Specific projects, including project numbers and location.
   (b) Size of projects by dollar value.
   (c) Description of projects and classes of work performed with applicant's own employees and equipment.
   (d) Whether projects were timely completed.
   (e) Whether the applicant was cooperative and facilitated changes to the project when required.

(Continued)

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure**. You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, Florida 33410 .

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Ave Maria Stewardship Community District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Ave Maria Stewardship Community District should prequalify the applicant for bidding on its construction or maintenance projects, including such matters as the applicant's ability, standing, integrity, quality of performance, efficiency and general reputation

The Ave Maria Stewardship Community District can terminate its use of the prequalification list for bidding purposes at any time.

_____ By: _____
Name of Applicant Company

_____
[Type Name and Title of Person Signing]

This _____ day of _____, 202__

(Corporate Seal)

Sworn to before me this _____ day of _____, 202__.

_____
Notary Public/Expiration Date
(Seal)

Applicant acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

_____
Signature

_____
Print Name

Sworn to before me this _____ day of _____, 202__.

_____
Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

_____
Signature

_____
Print Name

Sworn to before me this _____ day of _____, 202__.

_____
Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

_____

(title) _____

of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

_____

(Officer must sign here)

_____

Print Name

CORPORATE SEAL

Sworn to before me this _____ day of _____, 202__.

_____

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, NON-COLLUSION, AND ANTI-HUMAN TRAFFICKING

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Authorized Signatory for Proposer: _____

I, am authorized to make this affidavit on behalf of _____ [Proposer], my firm and its owner, directors, and officers. I state that:

Chapter 287, *Florida Statutes*, on Integrity of Public Contracting And Purchasing

1. I have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections of the Florida Statutes ("Public Integrity Laws"):

    a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

    b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;

    c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies;*

    d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

    e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and

    f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*

2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Pod C1 Improvements construction services project ("Project") and the contract to be executed in connection with the Project.

4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

    ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

    ___ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

        If this second statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

        _____

    If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria laws after award

of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

E-Verify

1. I understand that, pursuant to Section 448.095(2), *Florida Statutes*, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.

2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of our proposal.

4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), *Florida Statutes*.

5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), *Florida Statutes*, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), *Florida Statutes*.

6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), *Florida Statutes*, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS PROPOSAL MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA OR HAS VIOLATED ANY OTHER LAWS, RULES, REGULATIONS AND POLICIES CITED ABOVE, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA OR ANY OTHER LAWS, RULES, REGULATIONS AND POLICIES CITED ABOVE. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the District Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

The foregoing SWORN STATEMENT is dated this _____ day of _____, 202__.

(Corporate Seal, if applicable)

_____
(Name of Proposer)
Print Name:_____
By:_____
Title:_____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this __ day of _____ _____, 202__, by_____, as _____ [title/official capacity] of _____ [entity], and is either ☐ personally known to me or ☐ has produced identification: _____.

_____
(Official Notary Signature)

[notary seal]

Name: _____

CONTRACTOR CLASSIFICATION LISTING

1. Excavation/Earthwork
2. Road Paving
3. Landscape
4. Irrigation
5. Hardscape
6. Street Lighting/Electrical
7. Concrete Sidewalk/Curbs
8. Stormwater Management
9. Preserve Maintenance/Exotic Vegetation Removal
10. Lake and Littoral Maintenance

DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER

The Ave Maria Stewardship Community District ("District") is authorized to maintain a list of qualified contractors ("Qualified Prospective Contractors") to submit bids for the procurement of District construction and maintenance projects. Any Qualified Prospective Contractor desiring to submit a bid to provide work for the District must submit a properly completed Contractor's Prequalification Statement to the District Engineer for review and evaluation. **Submittal of the Contractor's Prequalification Statement shall occur prior to the bidding process.**

The District shall evaluate the Contractor's Prequalification Statement and based on the District's judgment of the information provided, shall issue in writing to the contractor, the District's rating as to the classification(s) of the Work and the maximum Bid dollar amount for which the Qualified Prospective Contractor can submit a Bid to the District.

A Qualified Prospective Contractor shall mean a prospective contractor which in the sole judgment of the District has the capability, in all respects, to perform fully the contract requirements, and the business integrity and reliability which will assure good faith performance. In determining the Qualified Prospective Contractor's qualifications, the following criteria will be considered:

- The ability, capacity, and skill of the contractor to perform the contract or provide the work required;
- Whether the contractor can perform the contract or provide the work promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- The quality of performance of previous contract or work. For example, the following information will be considered:
    - The cost overrun incurred by owners on previous contracts with contractor;
    - The contractor's compliance record with contract general conditions on other projects;
    - The contractor's record for completion of the work within the Contract Time or within Contract Milestones and contractor's compliance with scheduling and coordination requirements on other projects;
    - The quality, availability, and adaptability of the goods or work to the particular use required;
    - The contractor's demonstrated cooperation with owners, architects, engineers, and others on previous contracts; and;
    - Whether the work performed and materials furnished on other contracts were in accordance with the contract documents; and
    - Whether contractor has performed previous work for an independent special district.
- The previous and existing compliance by the contractor with laws and ordinances relating to contracts or work;
- The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the work;
- The ability of the contractor to fulfill its guarantee and warranty period;
- Such other information as may be secured by the Board having a bearing on the decision to award a contract to include, but not be limited to:
    - The ability, experience, and commitment of the contractor to properly and reasonably plan, schedule, coordinate, and execute the work; and,

- Whether the contractor has ever been debarred from bidding or found ineligible for bidding on any other projects.

- The District will make such inquiries and investigations as deemed necessary to verify and evaluate the applicant's statements regarding:

  - The necessary organization and management including experience possessed by the applicant's employees;

  - Adequate equipment, as shown on the equipment list, to perform normal operations for each class of work in the industry such as that called for in the contract documents in force at the time of application;

If herein required, or if requested by the District at any time after the conclusion of the initial pre-qualification process, the Qualified Prospective Contractor shall submit a certified financial statement(s) in a form acceptable to the District, prepared no later than the past 180 days, indicating current financial resources, current bonding capacity, liabilities, capital equipment, and past financial history performance. Based on this updated financial information, the District, in its sole discretion, may adjust the Qualified Prospective Contractor's Prequalification contract limits or deem the Qualified Prospective Contractor no longer qualified with respect to future District Public Infrastructure projects. In this instance, the Qualified Prospective Contractor acknowledges the right of the District to refuse acceptance of a bid from any Qualified Prospective Contractor who fails to submit to the District documentation that may be required by the District. In such a case, such bid shall be rejected as non-responsive.

Furthermore, a Qualified Prospective Contractor acknowledges the right of the District to determine a Qualified Prospective Contractor to be not qualified to submit a Bid in response to the District's Advertisement for Bids at the sole determination of the District for, but not necessarily limited to, any of the following specific reasons:

- Failure to submit a properly completed Contractor's Prequalification Statement in accordance with the above requirements;

- Failure of the Qualified Prospective Contractor's rating by the District as to classification of the Work and the maximum Bid dollar amount to meet the requirements of the Bid;

- Reason to believe that collusion exists among Bidders;

- Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other sources;

- The Qualified Prospective Contractor's uncompleted work load which, in the judgment of the Board, may cause detrimental impact on timely completion of the project being bid; or

- The Qualified Prospective Contractor's Surety is unacceptable to District.

- Submission of excessive or unreasonable suggested modifications to the District's Standard Form of Construction or Maintenance Contract.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure**. You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, FL 33410.

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through September 2026

	Oct 25 - Sept 26	25/26 Budget	$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	581.40	734.00	-152.60	79.21%
01-1131 · Supervisor Fees	7,600.00	9,600.00	-2,000.00	79.17%
01-1310 · Engineering	118,865.00	110,000.00	8,865.00	108.06%
01-1311 · Management Fees	73,500.00	73,500.00	0.00	100.0%
01-1313 · Website Management	2,499.96	2,500.00	-0.04	100.0%
01-1314 · District Manager - on site	294,000.00	294,000.00	0.00	100.0%
01-1315 · Legal Fees	131,736.58	100,000.00	31,736.58	131.74%
01-1320 · Audit Fees	19,600.00	18,600.00	1,000.00	105.38%
01-1330 · Arbitrage Rebate Fee	3,900.00	5,550.00	-1,650.00	70.27%
01-1440 · Rents & Leases	14,430.00	14,400.00	30.00	100.21%
01-1441 · Travel & Lodging	11,359.72	10,000.00	1,359.72	113.6%
01-1450 · Insurance	124,304.00	120,000.00	4,304.00	103.59%
01-1480 · Legal Advertisements	1,646.42	8,000.00	-6,353.58	20.58%
01-1512 · Miscellaneous	3,662.47	10,000.00	-6,337.53	36.63%
01-1513 · Postage and Delivery	5,293.63	3,000.00	2,293.63	176.45%
01-1514 · Office Supplies	4,977.82	3,500.00	1,477.82	142.22%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	48,733.63	50,000.00	-1,266.37	97.47%
01-1734 · Continuing Disclosure Fee	11,000.00	12,000.00	-1,000.00	91.67%
01-1735 · Assessment Roll	25,000.00	25,000.00	0.00	100.0%
01-1890 · Reserve Expenditure	0.00	350,000.00	-350,000.00	0.0%
01-1891 · Net Change To Reserve Balance	0.00	529,562.00	-529,562.00	0.0%
02-001 · Landscape & Irrig MTE Cont	938,045.20	1,050,000.00	-111,954.80	89.34%
02-002 · Plant Replacement	176,559.22	200,000.00	-23,440.78	88.28%
02-003 · Mulch & Pinestraw	173,000.00	175,000.00	-2,000.00	98.86%
02-004 · Tree Trimming	62,073.25	80,000.00	-17,926.75	77.59%
02-005 · Irrigation Repairs	263,410.81	215,000.00	48,410.81	122.52%
02-006 · Annual Flowers	80,005.66	80,000.00	5.66	100.01%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through September 2026

	Oct 25 - Sept 26	25/26 Budget	$ Over Budget	% of Budget
02-007 · Misc Landscaping	41,345.83	50,000.00	-8,654.17	82.69%
02-008 · Electricity	139,304.31	150,000.00	-10,695.69	92.87%
02-009 · Street Light Maint	127,552.35	140,000.00	-12,447.65	91.11%
02-010 · Sidewalk, Curb, Paver Repair	93,352.00	100,000.00	-6,648.00	93.35%
02-011 · Asphalt Repairs	67,689.33	75,000.00	-7,310.67	90.25%
02-012 · Striping & Traffic Markings	36,951.00	50,000.00	-13,049.00	73.9%
02-013 · Street Signs	32,021.00	35,000.00	-2,979.00	91.49%
02-014 · Street Sweeping	34,800.00	36,000.00	-1,200.00	96.67%
02-015 · Stormwater Drain Repair	49,907.14	50,000.00	-92.86	99.81%
02-016 · Storm Drain Cleaning	27,503.75	50,000.00	-22,496.25	55.01%
02-017 · Lake MTE - Littoral & Banks	94,710.25	80,000.00	14,710.25	118.39%
02-018 · Preserve MTE	79,125.00	115,000.00	-35,875.00	68.8%
02-019 · Pressure Washing	63,157.00	65,000.00	-1,843.00	97.17%
02-020 · Fountain MTE Repair	20,351.78	50,000.00	-29,648.22	40.7%
02-021 · Dog Waste Stations & Trash	2,866.11	6,000.00	-3,133.89	47.77%
02-022 · Small Tools (Use)	3,384.16	5,000.00	-1,615.84	67.68%
02-023 · Vehicle Fuel & MTE	7,229.70	10,000.00	-2,770.30	72.3%
02-024 · Rodent & Pest Control	14,030.00	20,000.00	-5,970.00	70.15%
02-025 · Misc MTE & Repairs	49,442.93	55,000.00	-5,557.07	89.9%
02-026 · Christmas Lights	23,500.00	23,500.00	0.00	100.0%
02-027 · Asset Mgt Support & Softw	83,339.05	140,000.00	-56,660.95	59.53%
02-028 · Professional Services	31,294.73	70,000.00	-38,705.27	44.71%
02-029 · Security Cameras	137,892.85	250,000.00	-112,107.15	55.16%
02-030 · Roundabout Uplighting	75,000.00	76,000.00	-1,000.00	98.68%
02-031 · Crosswalk Enhancements	89,270.00	100,000.00	-10,730.00	89.27%
02-032 · Streetlight Numbering	9,922.00	10,000.00	-78.00	99.22%
02-033 · Entry Feature Water	5,873.75	9,400.00	-3,526.25	62.49%
02-034 · Irrigation Water	134,963.47	140,000.00	-5,036.53	96.4%
02-035 · Admin Office Rent & Supplies	2.19	9,600.00	-9,597.81	0.02%
02-036 · Office Rent & Supplies	12,452.32	26,000.00	-13,547.68	47.89%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through September 2026

	Oct 25 - Sept 26	25/26 Budget	$ Over Budget	% of Budget
02-037 · Cable Phone Modems	11,484.62	10,000.00	1,484.62	114.85%
02-038 · Base Mgmt Fee FSR	6,000.00	6,000.00	0.00	100.0%
02-039 · Storm Cleanup & Repairs	66,566.45	112,500.00	-45,933.55	59.17%
02-041 · Operations Team Salaries	485,100.00	485,100.00	0.00	100.0%
Total Expenditures	**4,753,344.84**	6,161,046.00	-1,407,701.16	77.15%