



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING MAY 7, 2024 9:00 A.M.

5080 ANNUNCIATION CIRCLE, SUITE 101, 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
REGULAR BOARD MEETING**

May 7, 2024

9:00 a.m.

Ave Maria Master Association (office/fitness center)

5080 Annunciation Circle, Unit 101

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 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for District Items on the Agenda
- H. Approval of Minutes
 - 1. April 2, 2024 Regular Board Meeting Minutes.....Page 2
- I. Consent Agenda
 - 1. Ratification of Proposal for Asphalt Patch.....Page 9
 - 2. Acceptance of Notice of Dismissal – Figueroa v Ave Maria, 23269.....Page 11
 - 3. Consider Approval of License Agreement for Storage of Construction Materials
(Quality Enterprises).....Page 12
 - 4. Consider Approval of Addendum to Proposal between the District and O'Donnell Landscapes, Inc.
for Ave Maria Boulevard.....Page 20
 - 5. Ratification of Davey Tree Proposal to Replace Sylvestris Palm Tree.....Page 24
 - 6. Consider Approval of Sunbelt Rental Agreement.....Page 25
 - 7. Consider Approval Garcia Farms Credit Application.....Page 28
- J. Old Business
 - 1. AMSCD Projects Update.....Page 35
- K. New Business
 - 1. Consider Approval of Temporary Access Agreement for Student Education Research Activities
with Ave Maria University.....Page 37
 - 2. Consider Resolution No. 2024-04 – Approving a Spending Authority Resolution and Agreement
Regarding Use of District Issued Credit Card.....Page 50
 - 3. Discussion Regarding Reserve Study
- L. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report
 - 3. Manager's Report
 - a. Financials.....Page 55
- M. Final Public Comments
- N. Board Members Comments
- O. Adjourn

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 9:00 a.m. on May 7, 2024, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The Meeting will also be available for viewing utilizing communications media technology (Virtual Attendance) through the following login information, however public comment will only be available to those participating in person. Virtual Attendance is offered for convenience only and in the event there are interruptions in internet service or other technical difficulties the Meeting will continue at the physical location regardless of availability of the Virtual Attendance option.

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84779450200>

Meeting ID: 847 7945 0200

Join by PHONE at: 1-929-436-2866

Meeting ID: 847 7945 0200

The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the Districts website at www.avemariastewardshipcd.org seven (7) days prior to the meeting date.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone or other communications media technology.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. 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 Managers office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of 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 such appeal is to be based.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: NAPLES DAILY NEWS 04/26/24

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
Ave Maria Master Association
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142**

or

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>

MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866

April 2, 2024

A. CALL TO ORDER

The April 2, 2024, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

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 Regular Board Meeting had been published in the *Naples Daily News* on March 22, 2024, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

Chairman	Thomas Peek	Present
Vice Chair	Jay Roth	Present
Supervisor	Jeff Sonalia	Present
Supervisor	Tom DiFlorio	Present
Supervisor	Robb Klucik	Present

District Staff in attendance were:

District Manager	Andrew Karmeris	Special District Services, Inc.
Director of Operations	Sal D’Angelo	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP

District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Kim Twiss, Commissioner McDaniel and several members of the public.

There were also many others present via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

Item #1 Consider Ratification of Peninsula Engineering Agreement/Approval of Work Authorizations from the consent agenda was moved to New Business K.6. and was changed from Consider Ratification* to Approval.

G. COMMENTS FROM THE PUBLIC FOR ITEMS ON THE AGENDA

There were no comments from the public for items on the agenda.

H. APPROVAL OF MINUTES

1. March 5, 2024, Regular Board Meeting

The minutes of the March 5, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the minutes of the March 5, 2024, Regular Board Meeting.

I. CONSENT AGENDA

1. Consider Approval of Updated Estimate form Paradise Builders for Concrete Pad
2. Consider Approval of Tropic Trailer and US Mini Truck Trailer Quotes

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the consent agenda, as presented.

J. OLD BUSINESS

1. AMSCD Projects List

Staff reviewed the list briefly.

Mr. Genson provided updates on Anthem Parkway Phase 5A and 5B.

Mr. Tryka reported on the Apron at Owens roundabout should have an estimated end date of Fall 2024 and provided an update on the Sign at Oil Well Road project. Mr. Klucik asked how this project

was to be funded? Mr. Genson stated it was from bond funds. Mr. Klucik added that the project cost is a lot of money for something he didn't believe was 100% necessary.

Mr. D'Angelo addressed the parking on District roads and the asset management software updates.

K. NEW BUSINESS

- 1. Discussion Regarding Summit Broadband Protocol**
- 2. Consider Approval of Temporary Construction Access Agreement**
- 3. Consider Resolution No. 2024-03 – Responding to Utility Work Requests and Providing for Severability and Effective Date**

Ms. Willson presented this item and explained that items #1 and #2 are part of item #3 Resolution 2024-03. Mr. Klucik asked if there is something existing other than what comcast currently offers? Mr. Genson said that Comcast is the sole option now and that Spectrum was initially for AMU but provides fiber optics. Mr. Klucik asked if Summit can do this on a government easement, how can the district enforce it? Ms. Willson said this agreement can help if we need the area repaired after the utilities are put in.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2024-03 – Responding to Utility Work Requests and Providing for Severability and Effective Date, as presented.

4. Consider Approval of Figueroa v Ave Maria, 23-269 Settlement

Ms. Willson presented and explained that this would be to the general terms of the settlement as it has not been finalized.

Mr. Klucik stated that he was not comfortable agreeing to a settlement that is not in final form.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed **4 to 1** with Mr. Klucik voting against, approving the general terms of the Figueroa v Ave Maria, 23-269 Settlement and authorizing the chair to sign the finalized settlement subject to legal review.

5. Discussion Regarding Golf Cart Use and Traffic Regulation

Mr. D'Angelo informed the Board that FHP and CCSO had been issuing citations. He then read a statement from the statutes regarding the laws for the golf carts. Lee from the Collier County Sheriff's Office spoke on the topic and explained the gray area with golf cart regulations. Mr. Klucik stated that there is a lot of misinformation in the community as well as residents getting tickets for golf cart seatbelts when they had not previously. He asked Ms. Willson to look into the whether low speed vehicles were allowed on cart paths. He also asked staff to coordinate with master association to get golf cart information sent out in the Friday email blast.

6. Consider Approval of Peninsula Engineering Agreement/Approval of Work Authorization #1.

Ms. Willson presented this item. Mr. Klucik asked about the open-ended contract and if that was the standard in the industry? Ms. Willson said it was and Mr. Tryka also added that it was the standard in the industry.

A motion was made by Mr. Roth, seconded by Mr. DiFlorio and passed **4 to 1** with Mr. Klucik voting against Approval of Peninsula Engineering Agreement/Approval of Work Authorization #1.

L. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer's Report

Mr. Tryka discussed the stop ahead sign as a remedy for the prior meeting's stop sign discussion. Mr. Klucik added that he appreciates it when residents bring safety concerns to the Board and thanked Mr. Aubert for his remarks.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously authorizing staff to take all final actions associated with installing the stop ahead sign.

3. Manager's Report

Mr. Karmeris went over the financials provided in the agenda packet.

M. FINAL PUBLIC COMMENTS

District resident Pedro Abrahante asked about the Traffic Lights on Oil Well Road/SR 29. He also asked if there was a new road on Everglade corridor to I-75 and whether there was a Rod+Gun Club coming to Big Cypress.

District resident David Shnaidor read an article in the paper about how the newly formed Ave Maria Civic Association would have helped with the semi truck parking issue the District experienced and ultimately remedied? Mr. Klucik stated that there is no place for residents to gather and voice concerns and that the Civic Association meetings are a place for that to happen. He also added that the Civic Association could express concerns at District meetings with more weight.

District resident Scott Dobson stated that the speed limit of 45 mph should be lowered to 35 mph coming off of Oil Well. He also said that people are failing to stop at cross walks and that the irrigation system should water grass not the roads.

District resident David Sanford commented that tomorrow at 6:00 p.m. there would be another Civic Association meeting.

District resident Bea Sanford asked for an update on the pickleball courts that were mentioned in June 2023 at a town hall meeting. Mr. Genson said that is being negotiated with Pulte and did not have a timeline.

District resident John Turner expressed concerns with golf carts on public roads and the safety of the golf cart drivers and residents. He added that community designs need to be redesigned with golf cart use in mind.

District residents Jim and Kate Leonard asked how people learn about the golf cart handbook and who enforces getting the Ave Maria sticker for registering the golf cart. He added that last week sitting at tropical smoothie he saw 8 golf carts go by without the required sticker.

Commissioner McDaniel addressed the board and the members of the public. He commented on multiple items brought up by the residents and added that he would meet with anyone who wanted to discuss further after the meeting. He also added that the next Civic Association meeting is tomorrow night at 6:00 p.m.

N. BOARD MEMBER COMMENTS

Mr. Klucik thanked Ave Maria Development for being supportive of the Civic Association.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:28 a.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

APRIL 2024

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	01/13/25	Est. \$10,264,854	30%	Andrew Karmeris (District)	Project underway
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4th Quarter 2024	1 st Quarter 2026	Est. \$8,394,852	0%	Andrew Karmeris (District)	Currently in design and permitting
Apron at Owens roundabout & animal clinic handicap parking spot	06/06/2023	Fall 2023	Design Plans Complete	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Permitting, prepare specs and contract docs. Complete Late Fall.
Parking on District Roads	09/13/2022	01/2023	Ongoing	N/A	N/A	Sal D'Angelo (District Operations Manager)	QR Codes and towing company address has been ordered and will be installed upon receipt.
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 65%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Review of Signage, potential obstructed views, and street striping conditions	03/05/2024	03/06/2024	04/16/2024	N/A	50%	Sal D'Angelo (District Operations Manager)	District staff is in the process of reviewing, and any issues discovered are being noted in the asset management program.
National Gate monitoring	05/02/2023	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.
Sign at Oil Well Road/ Lighting Project	10/03/2023	01/17/2024	11/12/2024	\$544,758	25%	Ted Tryka (District)	Signs installed first week of March. Light poles to be delivered end of May.

PARAMOUNT ASPHALT & SEALCOATING

www.ParamountSealcoating.com

239-348-0777

Nick@paramountsealcoating.com

Mitch@paramountsealcoating.com

ESTIMATE

Date	Estimate #
4/10/2024	17005



Name / Address

Ave Maria Stewardship District
Ave Patching
Ave Maria FL

NOTE: Pricing for all items will only be valid for 30 days due to unstable markets and supplier pricing.

Description	Qty	Rate	Total
<p>AREA 1</p> <p>PAVER PATCHING: Approx. 106 SqYd</p> <p>Install type S3 asphalt to a compacted thickness of 2" in (1) lift 1 mobilization is included 17x6 Patch is Included Removal of existing is included Tack Coat included Trucking and Hauling Included (1 T/D) Base Rock is not included Riser Rings not included Grading is not included Removal of all debris is included PT (91)12 Price expires June 30 2024</p>	1	8,000.00	8,000.00
<p>AREA 2</p> <p>PAVER PATCHING: Approx. 275 SqYd</p> <p>Install type S3 asphalt to a compacted thickness of 2" in (1) lift 1 mobilization is included Tack Coat included Trucking and Hauling Included (1 T/D) Base Rock is not included Riser Rings not included Grading is not included Removal of all debris is included PT (91)31 Price expires June 30 2024</p>	1	11,300.00	11,300.00

Signature

Total

Pricing for asphalt is only valid for 30 days. If the asphalt price per ton increases **before** the job is performed a change order will be submitted for the increased amount **regardless** of a signed contract. **Page 9**

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ESTIMATE

Date	Estimate #
4/10/2024	17005



Name / Address
Ave Maria Stewardship District Ave Patching Ave Maria FL

NOTE: Pricing for all items will only be valid for 30 days due to unstable markets and supplier pricing.

Description	Qty	Rate	Total
<p>NOTES:</p> <p>Pricing for all Asphalt line items are based on current FOB pricing from the asphalt supplier. Expiration dates for each line item can be given upon request.</p> <p>Asphalt overruns due to pre-existing conditions including soft base, subgrade or base tolerance will be charged at the rate of \$150.00 per ton.</p> <p>Price does not include: MOT, layout or survey, sawcutting, as built or permit fees.</p> <p>Paramount Asphalt is not responsible for positive drainage with less than a 1% slope or inverted crown.</p> <p>Finish grade work to be done by others.</p> <p>PAYMENT TERMS:</p> <p>Payment is due within 30 days of date of invoice regardless of when payment is made by owner.</p> <p>-CK- DBG 4/12/24</p>		0.00	0.00
Signature _____	Total \$19,300.00		

Pricing for asphalt is only valid for 30 days. If the asphalt price per ton increases before the job is performed a change order will be submitted for the increased amount regardless of a signed contract. **Page 10**

IN THE CIRCUIT COURT FOR THE
20TH JUDICIAL CIRCUIT, IN AND FOR
COLLIER COUNTY, FLORIDA

MARIELENA FIGUEROA,

CASE NO: 11-2023-CA-000799-0001-XX

Plaintiff,

vs.

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,

Defendant.

_____ /

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL

COMES NOW the Plaintiff, by and through undersigned counsel, and hereby dismisses this case with prejudice as the parties have mutually agreed to a resolution of the case.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been filed through the e-portal and served via email to Jeffrey W. Hurcomb, Esq. (attorney for Defendant) at service_JWH@rrbpa.com and jhurcomb@rrbpa.com on this 19th day of April, 2024.

ROBINSON TRIAL LAWYERS, P.A.

Attorneys for Plaintiffs

11555 Heron Bay Blvd Ste 200

Coral Springs FL 33076

Phone: (954) 632-6607

Fax: (954) 697-0569

Dallas@RobinsonTrialLawyers.com

By: /s/Dallas A. Robinson
DALLAS A. ROBINSON, ESQ.
FBN: 0581992

**LICENSE AGREEMENT BY AND BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND QUALITY ENTERPRISES, INC., REGARDING THE
USE OF CERTAIN DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (the “License Agreement”) is made and entered into this _____ day of April, 2024, by and between:

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 (the “District”); and

QUALITY ENTERPRISES, INC., a Virginia corporation, with a mailing address of 3494 Shearwater Street, Naples, Florida 34117 (the “Licensee”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 2004-461, *Laws of Florida*, as amended (the “Act”); and

WHEREAS, the District owns, operates, and maintains certain facilities and real property within the boundaries of the District (the “District Property”); and

WHEREAS, Licensee desires to store construction materials (the “Construction Materials”) on the District Property as depicted in **Exhibit A** (the “Storage Location”) until the Construction Materials are ready to be installed as part of construction described in the Agreement Between the District and Licensee for Construction Services for the Ave Maria Boulevard and Oil Well Road Lighting Project dated January 17, 2024 (the “Project”); and

WHEREAS, the District is willing to allow the Licensee to store the Construction Materials in the Storage Location subject to the terms set forth in this License Agreement; and

WHEREAS, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Licensee agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this License Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license to store Construction Materials in the Storage Location as depicted in **Exhibit A**, (the “License”), pursuant to the terms set forth in this License Agreement.

3. CONDITIONS ON THE LICENSE. The License granted in Section 2, above, is subject to the following terms and conditions:

A. Licensee's access to the Storage Location is limited to the Storage Location and reasonable ingress and egress thereto as set forth in this License Agreement. Prior to its use of the License granted herein, Licensee shall meet with on-site District staff to confirm the exact Storage Location.

B. Licensee shall routinely monitor the Storage Location and surrounding areas in order to maintain the Storage Location and surrounding areas in good, clean and working order.

C. Upon notice to the Licensee by the District staff, Licensee shall relocate the Construction Materials to a new location on the District Property selected by the District staff.

4. EFFECTIVE TERM. This License Agreement shall become effective as of April [REDACTED], 2024 and shall continue in full force and effect until [REDACTED], 20 [REDACTED] ("Initial Term"). Upon expiration of the Initial Term, this License Agreement shall continue from month to month under its existing conditions unless revoked or terminated earlier in accordance with Paragraph 6, below. Upon termination of this License Agreement, Licensee shall remove the Construction Materials from the Storage Location and return the Storage Location to the condition it was in prior to the granting of this License.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee with written notice of the same, which shall be effective immediately upon receipt by Licensee. Licensee may terminate this License Agreement upon thirty (30) days written notice to the District. Upon any termination, Licensee shall remove the Construction Materials from the Storage Location and return the Storage Location to the condition it was in prior to the granting of this License. This License Agreement shall automatically terminate upon the completion of the Project and restoration of the Storage Location to the District's satisfaction in its sole discretion.

6. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the Construction Materials and any other equipment used in relation to the License and shall, upon request of the District, provide proof of such compliance. Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

7. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and guests from damage. Licensee shall assume responsibility for any and all damage

to any real or personal property of the District or any third parties as a result of the Licensee's use of the Storage Location under this License Agreement. Licensee shall repair any damage resulting from its use of the License granted herein, including but not limited to operation and management of the Construction Materials and any other equipment used in relation to the License, within twenty-four (24) hours of the event causing such damage. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the District. The provisions of this Paragraph 8 shall survive the termination or expiration of this License Agreement.

8. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), as ordered.

B. Licensee will defend, indemnify, save and hold the District, and its supervisors, staff, and assigns ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, its members, managers, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Licensee and its members, managers, agents, assigns or employees, includes, but is not limited to, the operation and management of the Construction Materials and any other equipment used in relation to the License in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such Construction Materials and equipment, unless such permit, license, certification, consent, or other approval is first obtained.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination or expiration of this License Agreement.

9. INSURANCE.

A. Licensee shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering Licensee's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors' Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured parties. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement upon execution of this License Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

10. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

11. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

13. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

14. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

15. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the License granted herein is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the License. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

16. NOTICES. All notices, requests, consents, and other communications hereunder (“Notice” or “Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Ave Maria Stewardship
Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: Quality Enterprises, Inc.
3494 Shearwater Street
Naples, Florida 34117
Attn: Louis J Gaudio, VP

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

17. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

18. PUBLIC RECORDS. Licensee acknowledges and agrees that all documents of any kind relating to this License Agreement may be public records and shall be treated as such in accordance with Florida law.

19. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Collier County, Florida.

20. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

21. THIRD PARTY BENEFICIARIES. This License Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of, any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

22. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

26. **COUNTERPARTS.** This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

25. **SOVEREIGN IMMUNITY.** The District and Licensee agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*.

Executed in the presence of:

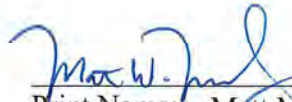
**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Print Name: _____
Address: _____

Chairperson, Board of Supervisors

Print Name: _____
Address: _____

QUALITY ENTERPRISES, INC.


Print Name: Matt Murphy
Address: 3494 Shearwater St
Naples, Florida 34117

By: 
Print Name: Louis J Gaudio
Its: Vice President


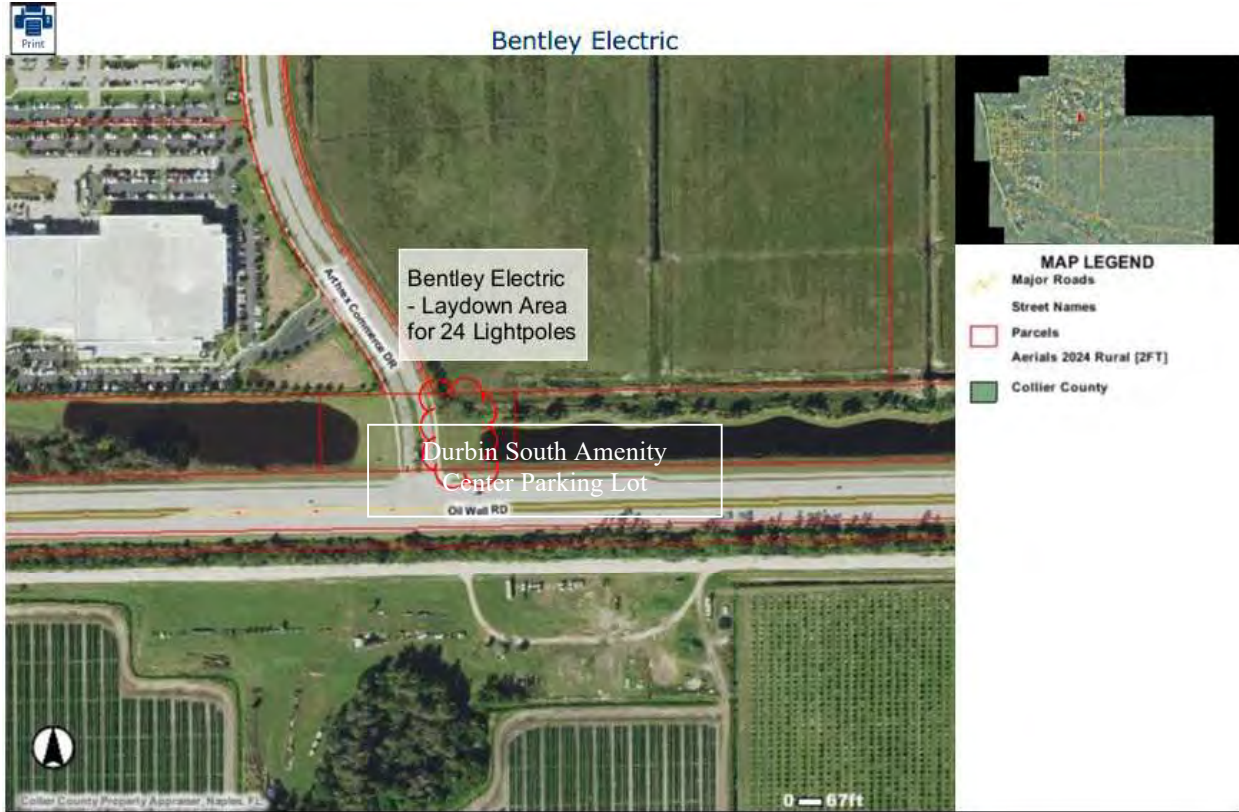

Print Name: Marcie Cohen
Address: 3494 Shearwater St
Naples, Florida 34117

Exhibit A: Storage Location

Exhibit A

Storage Location



**ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT ("DISTRICT") AND O'DONNELL LANDSCAPES, INC. ("CONTRACTOR")
FOR AVE MARIA BOULEVARD LANDSCAPE ADDITON SERVICES**

District:	Ave Maria Stewardship Community District	Contractor:	O'Donnell Landscapes, Inc.
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	4291 Williams Road Estero, Florida 33928
Phone:	(561) 630-4922	Phone:	(239) 992-8842

The following provisions govern that proposal, dated March 28, 2024, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for Ave Maria Boulevard Landscape Addition Services:

1. Compensation shall be as provided in the Proposal. Payment shall be made, and invoices shall be rendered in accordance with Florida's Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
2. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

3. To the extent that the Contractor provides any materials or workmanship under this Agreement to the District, the Contractor warrants to the District that the materials that are furnished under this Agreement shall be new, and that the workmanship and materials shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor's expense after receipt of a written notice from the District. To the extent that manufacturers' warranties are available, such manufacturers' warranties shall extend for the duration of their respective terms, and the Contractor hereby assigns all manufacturers' warranties, if any, to the District, and shall provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after completion of the services and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District, the Services, all labor, and materials provided by the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of ninety (90) days after final completion and acceptance by the District.

4. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
5. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Andrew Karmeris** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (561) 630-4922; AKARMERIS@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.


9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

10. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
11. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
13. This Addendum and the Agreement shall be deemed effective as of the date of the full execution of this Addendum.

O'DONNELL LANDSCAPES, INC.

By: 
Its: Treasurer
Date: 4-12-2024

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Chairperson, Board of Supervisors

Date: _____

Exhibit A: Proposal

EXHIBIT A

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188
www.ODonnellLandscapes.com

Preliminary Budget Estimate

PROJECT: Ave Maria Blvd Supplements

Ave Maria Blvd, FL

Ave Maria Stewardship Community District

DATE: 03/28/24

Description	Specification	Qty	Unit P	S.Total
BH&H Landscape Plan dated #4 rev 5.19.06 Marked up by Pen-Eng 3.27.24				
Landscape Additions to Ave Maria Blvd				
Sabal Palm	10', 12', 14' CT	3	350 \$	1,050.00
Wax Myrtle	#15	45	95 \$	4,275.00
Green Schefflera	#7	400	50 \$	20,000.00
Muhly Grass	#3	30	11 \$	330.00
Sod Removal for new Hedges 475 shrubs x 10		5000	0.3 \$	1,500.00
Pine Straw Mulch at New plant beds		5000	0.35 \$	1,750.00
Lump Sum Total				\$ 28,905.00



PROPERTY ENHANCEMENT PROPOSAL

PEP Reference

Number: 38393

Proposed Date: 3/12/2024

Enhancement:	Tree planting	
Job Type:	Tree Work	
Job Site:	Ave Maria Blvd roundabout at north end.	
Customer:	Ave Maria Stewardship Community c/o First Service Residential (Ave Maria)	
Contact:	Donny Diaz	Email:
Proposed By:	Roger Echols	Email: Roger.Echols@davey.com

Description

Remove existing stump, and plant one 20-22" CT Sylvestris Palm

Itemized List of Services and Materials

Description	Qty	Unit of Measure	Price Per Unit	Extended Price
Sylvestris 20-22" CT	1		\$13,954.29	\$13,954.29
			Total:	\$13,954.29

Prices subject to change if not accepted (signed) within 45 days of above date. Prices subject to change if work not started within 45 days

Prices subject to change if not accepted (signed) within 45 days of above date. Prices subject to change if work not started within 45 days of acceptance. **Total price does not include any state and or local applicable taxes.**
The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any alteration or deviation from specifications involving extra costs will be a extra charge over and above the estimate.

We guarantee all nursery stock to be of highest quality, and state inspected when it leaves the nursery. THE DAVEY TREE EXPERT CO. agrees to replace any woody plant material which fails to survive the first year after planting date, providing all plants have received reasonable care (watering, spraying, cultivation, and pruning). We will not be responsible for damaged plants due to vandalism, wind, rain, drought, extreme cold, acts of God, insects, or disease. WE RESERVE THE RIGHT TO VOID GUARANTEE IF ACCOUNT IS NOT PAID WITHIN 30 DAYS AFTER BILLED DATE. We reserve the right to substitute materials if necessary due to availability while fulfilling the intentions of the design and specifications. Bulbs, Annuals, Perennials, and transplanted material are sold at a no return, no refund, or guarantee basis. Fine cracks and warping of construction materials not subject to guarantee. All manufacturers warranties supersede The Davey Tree Expert Company warranty. Deposit must be received, or credit terms must be established to schedule work.

Due to escalating petroleum costs which have affected our fertilizer and fuel costs, a fuel surcharge will be added to the invoiced amount. Currently that surcharge is set at 2.5% and will be adjusted – up or down- based on the national average cost of gas.

Accepted By:

Date:



sunbeltrentals.com

Account No. _____ PC # _____ Rep # _____

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

Phone: 800-508-4756

Fax: 888-886-7820

E-mail: sunbeltcredit@sunbeltrentals.com

Apply Online

www.SunbeltRentals.com/credit

In order to process your request, this agreement must be signed and dated. Please attach a company credit profile if available.

BUSINESS INFORMATION

Company Name Ave Maria Stewardship Community District Physical Address _____
 (d/b/a) Trade Name _____ City, State, Zip 2501 A Burns Rd
 Phone Number _____ Fax Number _____ Mailing Address Palm Beach Gardens FL 33410
 Federal Tax ID# 55-0884720 City, State, Zip _____
 D & B# _____
 Company Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship
X Local Government Length of Time in Business 17 years
 (If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTY information below and sign guaranty on reverse side.)
 Previous Company Name N/A
 Have you ever filed bankruptcy? no
 Bonding Agent Name and Address _____

SIGNATORY INFORMATION (Authorized Agent)

Name _____ (Please Print) Title / Relationship to Customer _____
 Address _____
 City _____ State _____ Zip _____
 Phone Number _____ Social Security Number _____
 Email Address _____

BANKING INFORMATION

Bank Name First Foundation
Beth De Angelis 239-325-3734
 Contact Name Phone
3560 Kraft Rd
 Address
Naples FL 34108
 City State Zip
1053909 N/A
 Checking Account Number Loan Account Number

ACCOUNTING INFORMATION

Purchase Order Number Required? ☐
 Job #s Required ☐
 Tax Exempt? ☒
 If checked, attach proper forms.
 Interested in online access to Account Information? ☐
 Insurance Co. Egis
 Insurance Contact Person Michelle Thomas
 Insurance Co. Phone No. 561-529-4614
 Certificate of Insurance being forwarded ☐
 Insurance Certificate required prior to rental.
Tori Shamy 561-630-4922x246 561-630-4923
 Accounts Payable (A/P) Contact A/P Phone Number A/P Fax Number
tshamy@sdsinc.org
 A/P E-Mail Address
 Rental Companies Previously Used? ☐ United ☐ RSC/Prime ☐ Hertz ☐ Other _____

Continued on back of form

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

TERMS & AGREEMENT *(Must be signed and dated for account processing)*

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at www.sunbeltrentals.com/about/terms-and-conditions/ and available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Sunbelt shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Sunbelt should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S. export restrictions. **Customer acknowledges that it has had due opportunity to review the rental terms, including indemnification and insurance provisions in sections 8 and 9 of the Rental Contract.**

In making this Agreement upon which Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt's terms of payment as follows: NET THIRTY (30) DAYS from Company's receipt of invoice on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of Sunbelt within fifteen (15) days of receipt or the invoices/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, attorney's fees not to exceed the maximum allowed by the applicable law of the jurisdiction where suit is brought or collection activity occurs, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies as authorized by applicable law.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. **I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Company Name: _____

Print Authorized Officer's Name: _____

Authorized Officer's Signature: _____

Print Authorized Officer's Title: _____

Date: _____

INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Sunbelt extending credit at my/our request to the Customer named above, in which I/We have a financial interest, jointly, severally and unconditionally, personally guarantee prompt payment and performance of any obligations Customer has to Sunbelt, whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Sunbelt whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, attorney's fees not to exceed the maximum allowed by the applicable law of the jurisdiction where suit is brought or collection activity occurs, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies as authorized by applicable law.

The undersigned recognizes the obligation of the Applicant and the undersigned and agrees to hold the portion of all payments received by Applicant, which include payment to Applicant for the rent and/or purchase of equipment and supplies furnished by Sunbelt pursuant to this agreement, in a separate trust account for payment to Sunbelt. The undersigned agrees to act as fiduciary for payment to Sunbelt and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Sunbelt shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a) (4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Sunbelt shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). **I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement.** Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

Guarantor's Signature: _____

Guarantor's Signature: _____

Print Guarantor's Name: _____

Print Guarantor's Name: _____

Address: _____

Address: _____

SSN: _____

SSN: _____

Witness Signature: _____

Witness Signature: _____

Print Witness Name: _____

Print Witness Name: _____

Date: _____

Date: _____

In order to process your request, this agreement must be signed and dated. Please attach a company credit profile if available.

Mail to: Sunbelt Rentals • PO Box 585 • Hermitage, TN 37076

Email to: SunbeltCredit@SunbeltRentals.com or Fax to: 888-886-1820

Insurance Certificates/COI's can be emailed to: Insurance.Certificates@SunbeltRentals.com

Tax Exempt Certificates can be emailed to: SalesTaxGroup@SunbeltRentals.com



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013183998C-5	10/31/2019	10/31/2024	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
2501 BURNS RD STE A
PALM BCH GDNS FL 33410-5207

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



APPLICATION FOR BUSINESS CREDIT

Return to:

Garcia Mining Company, LLC
Attn: Credit Department
3333-24 Virginia Beach Blvd., Virginia Beach, VA 23452
Fax: 757-340-0998 Phone: 757-340-8001

Date: 04/29/2024

1. Legal Business Name of Applicant: Ave Maria Stewardship Community District DBA: _____

Year established: 2004 Please check one: ☐ Corporation/LLC ☐ Partnership ☐ Sole Proprietor

FEIN or SSN: 55-0884720 Established under the laws of the State of: Florida

✓ local government

2. Street Address: 5080 Annunciation Circle #101

City: Ave Maria State: FL Zip: 34142

Mailing Address, if different: 2501 A Burns Rd

City: Palm Beach Gardens State: FL Zip: 33410

Phone No.: 561-630-4922 Fax No. 561-630-4923 Contractor's License# _____

Website: www.ave mari stewardship community district.org Dun & Bradstreet #: _____

Primary Contact: Name Donny Diaz Email ddiaz@sdsinc.org Phone 239-503-9506

Accounts Payable Contact: Name Tori Shamy Email tshamy@sdsinc.org Phone 561-630-4922 ext 246

3. Are you an existing customer/buyer? ☐ Yes ☒ No

Are you tax exempt? ☒ Yes ☐ No (If non-taxable, please attach tax exempt certificate)

Will material be used for Commercial or Consumer purposes? _____

Are PO's required on invoices/tickets? (Y/N) N Should we send you statements? (Y/N) Y

Expected monthly credit requirements: \$ _____ (In order to induce credit extension in

excess of US \$10,000 a financial statement must accompany this Application. Applicant swears or affirms that the information

contained therein is true and correct and Applicant agrees to furnish annual financial statements.)

4. Please list Owners, Partners, Officers and or Primary Stockholders:

Name	Address	Title



5. Please provide one Bank Reference:

Name of Bank & Contact: Nancy Ortega

Account # 1053909

Address 3560 Kraft Rd, Naples, FL 34105

Phone No. 239-325-3734

6. Please provide at least three (3) Trade References to include a direct contact:

Company The Davey Tree Company

Phone 954-916-9566

Name _____

Address _____

Email # _____

Company Collier Mosquito Control District

Phone 239-436-1000

Name _____

Address _____

Email # _____

Company Bob Lee Electric

Phone 239-693-9899

Name _____

Address _____

Email # _____

7. NOTICE: Applicant and each other person signing on the Application for Business Credit and Agreement warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to Applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning Applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with such third parties.

APPLICATION FOR BUSINESS CREDIT – TERMS AND CONDITIONS

This Application for Business Credit and Agreement, including all the information contained herein, is a request for one or more extensions of business credit to defer payment of purchase of sand by Applicant, herein referred to as ("Buyer"), from Garcia Mining Company, LLC, and its affiliates, herein referred to as ("Seller"), a Delaware limited liability company authorized to do business in the State of Florida. By submitting this application to Seller, Buyer hereby agrees that this Application for Business Credit and Agreement and its terms and conditions will apply to all sales of sand or any other product to Buyer.

THE FOLLOWING TERMS AND CONDITIONS OF THIS APPLICATION FOR BUSINESS CREDIT WILL BE INCORPORATED BY REFERENCE AND MADE A PART OF AS IF FULLY STATED IN EACH QUOTE THAT MAY BE ISSUED BY SELLER AND ACCEPTED BY BUYER. ALL PURCHASES OF SAND BY BUYER FROM SELLER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS BUYER'S APPLICATION FOR BUSINESS CREDIT, ANY QUOTES THAT MAY BE ISSUED, THE TERMS AND CONDITIONS SET FORTH IN ANY QUOTE, INCLUDING THE GENERAL TERMS AND CONDITIONS WHICH FORM A PART THEREOF, ALL OF WHICH ARE HEREIN REFERRED TO (EACH, AS A "PURCHASE DOCUMENT" AND COLLECTIVELY, AS THE "PURCHASE DOCUMENTS").

Description of Sale of Sand. Subject to the terms and conditions of the Purchase Documents, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer the sand described in the quote. The sand shall be delivered by Seller to Buyer F.O.B. point of shipment at Seller's plant, located at 6605 Garcia Drive, Clewiston, Florida 33440 (the "Plant") and upon Seller weighing the truck owned or provided by Buyer or an agent of Buyer (the "Truck"), Seller loading the sand into the Truck, and Seller's issuance of a weigh ticket after the loaded Truck is weighed, the sand shall become the property of the Buyer and the risk of loss thereof passes to Buyer. Buyer at its sole cost shall haul the sand from the Plant, and Seller has no obligation whatsoever to haul the sand.

Purchase Price. The purchase price of the sand (the "Net Purchase Price") shall be as set forth in the Purchase Documents, and in addition to the Net Purchase Price, Buyer shall pay to Seller all applicable sales and use tax, and any other applicable taxes concerning this sale. This Net Purchase Price (without retainage) is F.O.B. point of shipment and available only to Buyer and only for the quantities listed in the Purchase Documents, plus or minus 10% of such quantities. The Net Purchase Price and quantities are solely for the project specified on the Purchase Documents. The Net Purchase Price reflects the Buyer's acceptance of materials from Seller based upon applicable gradation or other analysis performed and reported by Seller's quality control personnel or agent. Any penalties to Buyer resulting from additional sampling shall be the full responsibility of Buyer.

Payment Terms and Invoices. Buyer agrees that payment is due the 15th of the month following the month in which invoicing occurred and Buyer shall pay to Seller the Net Purchase Price (without retainage), plus ALL applicable sales and use tax. The invoice shall be based upon weigh tickets generated by weighing the Truck before and after loading the sand, using Seller's scales at the Plant. The quantities of sand received by Buyer shall be conclusively deemed to be the quantities shown on the weigh tickets produced from a weigh scale at Seller's Plant.



Buyer agrees to pay Seller a monthly finance charge on any unpaid balances, pursuant to these terms. Any payment not made within that time shall be in default and shall accrue interest at the rate of 1.5% per month, (18% per annum), or the maximum legal contract interest rate, whichever is less, accruing daily until paid in full. Seller will determine and impose the monthly finance charge by applying a periodic rate of .049315% to the daily unpaid principle balance on each invoice not paid, beginning from the invoice date, for the number of days that balance remains unpaid. The terms of each individual sale are set forth on the invoice and Buyer hereby agrees to the terms on each invoice. Buyer agrees that each individual sale shall be subject to the Purchase Documents, which shall govern and take precedent. Until Buyer has made settlement with Seller of the full amount due to Seller with respect to any sand supplied by Seller for which Buyer receives payment from a third party, Buyer shall segregate the proceeds for the sand and hold the same in trust for Seller. Seller shall have an equitable lien on funds paid to Buyer until payment is made to Seller.

Purchase Order. Purchase Order means the documents, including accepted quote emails, by which Buyer may request sand from Seller. If Buyer issues a Purchase Order for the sand described in the quote, the Purchase Order and any of its terms or conditions inconsistent with the terms and conditions stated in the Purchase Documents are hereby rejected. The sale of sand described in the quote shall only be subject to all terms and conditions of the Purchase Documents, and any other terms or conditions as may be changed per Section 'Change of Terms' below, and Buyer's receipt or acceptance of the sand as described in the quote shall constitute the Buyer's acceptance of the Net Purchase Price and all Seller's terms and conditions.

Limited Warranty and Limitation on Seller Liability. SELLER'S SOLE WARRANTY SHALL BE THAT SELLER WARRANTS THAT THE SAND LOADED ON THE TRUCK SHALL BE SUBSTANTIALLY AS A WHOLE AS DESCRIBED IN THE QUOTE. ANY CLAIM OF BREACH OF SUCH LIMITED WARRANTY MUST BE MADE WITHIN TWO (2) BUSINESS DAYS AFTER THE SAND IS LOADED ON THE TRUCK, AND BUYER MUST PROVIDE DEFINITIVE EVIDENCE TO SUPPORT SUCH CLAIM, INCLUDING APPLICABLE TEST RESULTS.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER DISCLAIMS, AND BUYER WAIVES, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, SELLER SHALL IN NO CIRCUMSTANCES BE LIABLE IN CONTRACT, IN TORT, OR OTHERWISE FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, LOSS OF PROFITS, OR LOSS OF OPPORTUNITIES, GOODWILL OR CAPITAL, WHETHER OR NOT FORESEEABLE, IF THE SAND IS NOT IN ACCORDANCE WITH THE DESCRIPTION IN THE QUOTE OR ANY OTHER DEFECTS IN THE SAND. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY.

Seller's total liability under the Purchase Documents shall be limited to the amount paid by Buyer for the sand. Buyer's sole and exclusive remedy for any breach of Seller's limited warranty shall be for Seller to replace any defective sand or return Buyer's purchase price. Seller makes no warranty whatsoever that the sand is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Buyer's job or to the sand as used by Buyer. Without limiting the generality of this section, Seller shall not be liable for personal injuries or property damage.

Hazards. Silica may cause cancer (inhalation) and cause damage to organs (lungs, respiratory system) through prolonged or repeated exposure (inhalation). Before handling any product, determine the appropriate ventilation or respiratory protection necessary to safeguard your health. The risk of silicosis or lung cancer depends upon the duration and levels of silica exposure in the workplace.

Indemnity. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective owners and employees from and against any claim, liabilities, losses, damages or injuries of any kind (including reasonable attorneys' fees) caused by Buyer or the use or misuse of the sand by Buyer or any third party after Buyer's receipt thereof.

Force Majeure. Seller shall have no liability for delay or failure to perform under the Purchase Documents, as a result of fire, flood, earthquake, hurricanes, tropical storms, severe weather, tornados, material shortages, explosion or other casualty or accident; strikes or labor disputes; inability to procure parts, supplies or power; mechanical breakdown; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of Seller. In no event shall Seller be liable for any incidental or consequential damages. Seller's liability and Buyer's exclusive remedy for any cause of action arising out of the provision sand stated in the Quote attached hereto shall be the replacement of, or payment of the purchase price for, the sand as stated in the Quote.

Notices. Any notice required or permitted to be given by the parties shall be given or made in writing, including by email and telecopy, and shall be, as elected by the party giving such notice, served personally by messenger, courier, or express mail service, email, telecopied or mailed by prepaid, first class mail, at the address of the parties in this Application for Business Credit and Agreement.

Assignment. The rights of Buyer under the Purchase Documents may not be assigned or transferred in whole or in part, by operation of law or otherwise, without the express written consent of Seller. The rights and obligations of Seller under the Purchase Documents may be assigned or transferred in whole or in part.



No Waiver. The failure by either party to enforce at any time any of the provisions of the Purchase Documents, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of the Purchase Documents or any part thereof, or the right of either party thereafter to enforce each and every such provision.

No Other Warranty or Representation. Buyer hereby acknowledges that it has not entered into the Purchase Documents in reliance upon any warranty or representation by any person or entity except for the limited warranty specifically set forth herein.

Entire Agreement. The Purchase Documents constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto.

Governing Law, Attorneys' Fees, Venue, and Waiver of Right to Jury Trial. The Purchase Documents shall be governed by the laws of the State of Florida, without regard to conflicts of laws principles. If any legal action is brought to enforce the terms of the Purchase Documents, it shall be brought in a state or federal court of competent jurisdiction of Palm Beach County, Florida (provided that if Seller asserts a lien upon any delivered sand not paid for, Seller may bring an action in that location), and the prevailing party shall be entitled to an award of reasonable attorneys' fees and court costs, at the trial and appellate levels and in all post-judgment proceedings. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY. Buyer agrees that any action it may bring under the Purchase Documents must be brought within one (1) year after the sand was loaded on the Truck.

Confidentiality. The Purchase Documents and the provisions hereof (including pricing) may not be disclosed by Buyer to any person, firm, or other entity without the prior express written consent of the Seller, which consent may be withheld in Seller sole discretion.

Credit and Default. Seller shall have no obligation to sell sand to Buyer except upon its determination prior to each delivery that Buyer is worthy of the credit to be extended and is not in default upon any obligation to Seller. Seller shall have the right to suspend performance, terminate the Purchase Documents or require advance payment or adequate assurance of payment by Buyer, in the event of any adverse change to Buyer's financial condition. Seller reserves the right to cancel Buyer's credit at any time for any reason, without notice. Furthermore, Seller shall have all rights under the Florida Uniform Commercial Code. Checks or payments, whether full or partial, received from or on account of Buyer, regardless of writings, legends or notations thereon, shall be applied by Seller against any amount owing by Buyer with full reservation of all of Seller's rights and without an accord and satisfaction of Buyer's liability. In the event of Buyer default, Seller's obligations to the Buyer under the Purchase Documents shall terminate and all amounts owed by the Buyer to the Seller under the Purchase Documents shall immediately become due and payable to Seller notwithstanding any other provision of the Purchase Documents to the contrary. Seller shall be entitled to all remedies at law and in equity due to any default by Buyer. Buyer agrees, in the event of Buyer default, to pay all of Seller's collection expenses, including reasonable attorney's fees. In the event Seller is in default in the Purchase Documents, Seller's maximum liability shall be the purchase price Buyer actually paid to Seller.

Insurance. Pick up of any product is subject to the receipt of a certificate of insurance (COI) naming Garcia Mining Company, LLC, and Garcia Family Farm, LLC, as additional insured with minimum coverage limits of \$1,000,000 Single/Combined/Bodily/Auto from the responsible hauling company.

No Third Party Rights. The Purchase Documents are for the sole benefit of the parties hereto. Nothing shall be construed to give any other person any legal or equitable right, remedy or claim under or with respect to the Purchase Documents. Seller and Buyer are independent parties, and nothing in the Purchase Documents will make either party an agent, partner, joint venture, or legal representative of the other.

Change of Terms. Seller may change the Net Purchase Price and/or quantity upon thirty (30) days' notice to Buyer. Seller shall also have the right to change, modify or amend any other terms and conditions upon written notice of such change to Buyer. The effect of the change shall be as stated in the written notice and accepted by Buyer upon accepting sand from Seller following receipt of such notice. Otherwise, no modification of the Purchase Documents or waiver or any of its terms, shall be binding upon Seller unless clearly expressed in writing and signed by an authorized representative of Seller. No purported modifications or waivers by oral agreement, course of performance or trade usages shall be binding upon Seller.

Government Contracts. If the sand is to be used by Buyer for a government contract or sub-contract, no government procurement provisions shall be applicable to the Purchase Documents unless specifically agreed to in a writing signed by an authorized representative of Seller.

Severability; Section Headings. The invalidity in whole or in part of any of these terms and conditions shall not affect the validity or enforceability of any other term or condition. The section headings in the Purchase Documents are inserted for convenience and shall not affect in any way the meaning or interpretation of the Purchase Documents.

Amendment. No amendment to the Purchase Documents shall be effective unless in writing and signed by the Buyer and Seller.

Authorized Representative. Each of the undersigned does hereby certify that he/she is authorized to sign this Application for Business Credit and Agreement on behalf of Buyer; that the information contained here is true, accurate and complete in all respects; and that all



purchases made by Buyer will be in the ordinary course of business of Buyer for business purposes and no credit is sought or will be obtained for the personal, family, household purposes of any individual. Buyer will advise Seller in writing, at the address referenced on its invoices, of any changes which occur in respect to any of the information included in this Application for Business Credit, or any other information which could reasonably affect Buyer's ability to pay, and until such time, Seller may continue to rely on this information.

The transmission of a signed copy of this Application for Business Credit and Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Buyer and any Guarantors to the same extent as a document with the original signature.

_____	_____	_____
Print Name	Authorized Signature	Title
_____	_____	_____
Print Name	Authorized Signature	Title

All seven (7) pages with signatures are required for processing commercial credit application



PERSONAL GUARANTY AND WITNESSED (REQUIRED)

FOR VALUABLE CONSIDERATION, and as inducement to the periodic extensions of credit by Garcia Mining Company, LLC, and its affiliates (hereinafter called "SELLER"), in this Personal Guaranty, to the Applicant named on the page 1 of the above Application for Business Credit and Agreement, or its successors, assigns, nominees, or agents, (hereinafter referred collectively as the "BUYER"), the undersigned (hereinafter called "GUARANTORS"), hereby jointly and severally personally guarantee in their individual capacity to pay full, without reservation, all of the accounts, charges, liabilities, obligations and/or debts due to become due to SELLER incurred by BUYER in accordance with the terms and conditions set forth in the Application for Business Credit and Agreement, any quotes that may be issued, the terms and conditions set forth in any quote, including the general terms and conditions which form a part thereof, all of which are herein referred to (each as a "Purchase Document" and collectively, as the "Purchase Documents"), as may or have accrued either before or after the execution of this Application for Business Credit and Agreement and Personal Guaranty until such time as actual written notice of revocation has been received by SELLER, sent by hand delivery, by overnight courier, or by U.S. certified mail, postage pre-paid, return receipt requested, to Seller at the address stated on the Application for Business Credit, such notice not to become effective until the 10th day following receipt thereof by SELLER, and then shall be effective only as to the purchases made after such effective date.

SELLER is hereby authorized to give the BUYER varying amounts of credit at different times above or below any initial credit limit as may be established by SELLER as a result of this application. This is a continuing guarantee applying to all sales made to BUYER. SELLER is not hereby committed to give credit or continue credit once given to BUYER.

To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the Buyer under the Purchase Documents.

The undersigned GUARANTORS waive all notices with respect to this Personal Guaranty (and waive acceptance of this Personal Guaranty by SELLER and any and all rights of reimbursement, subrogation or indemnification from BUYER arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to SELLER pursuant to this Personal Guaranty). The undersigned agrees that SELLER shall not be required to seek legal or other means to attempt to collect sums owed by BUYER prior to looking to undersigned GUARANTORS for payment.

This Guaranty shall remain in full force and effect with respect to all materials supplied by SELLER under the BUYER's account, regardless of any change in the BUYER's legal structure, or the existence of entities or individuals legally distinct from BUYER benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by SELLER to enforce the terms of this Guaranty and the related Application for Business Credit and Agreement including reasonable attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this agreement. This Guaranty may not be revoked, cancelled or terminated by GUARANTOR.

The obligation of the undersigned hereunder are joint and several and are independent of the obligations of the BUYER. A separate action may be brought and prosecuted against GUARANTORS, or any of them, whether an action is brought against the BUYER or whether the BUYER be joined in any action or actions.

GUARANTORS waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. GUARANTORS waive notice of all defaults and hereby waive our privilege of being sued in the country of our residence and agree that suit may be brought in Palm Beach County, FL. If there is a single GUARANTOR, then all words used herein in the plural shall be deemed to have been used in the singular, where the context and construction so require; and if this Personal Guaranty is executed by more than one GUARANTOR, the word "GUARANTORS" shall mean all and any one or more of them.

This Personal Guaranty shall inure to the benefit of SELLER, its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns on each of the GUARANTORS. This Personal Guaranty shall not be revoked by the death of the GUARANTORS. GUARANTORS shall not assign this Personal Guaranty without the prior written consent of SELLER.

Governing Law, Attorneys' Fees, Venue, and Waiver of Right to Jury Trial. The Guaranty shall be governed by the laws of the State of Florida, without regard to conflicts of laws principles. If any legal action is brought to enforce the terms of the Purchase Documents, it shall be brought in a state or federal court of competent jurisdiction of Palm Beach County, Florida (provided that if Seller asserts a lien upon any delivered sand not paid for, Seller may bring an action in that location), and the prevailing party shall be entitled to an award of reasonable attorneys' fees and court costs, at the trial and appellate levels and in all post-judgment proceedings. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

[SIGNATURES TO FOLLOW]



The transmission of a signed copy of this document via e-mail shall have the same force and effect as an original and shall be binding on the Buyer and any Guarantor to the same extent as a document with an original signature.

IN WITNESS HEREOF, each of the undersigned has duly executed this Guaranty this _____ day of _____, 20 ____.

_____	_____	_____
Print Name Guarantor	Signature	Date
_____	_____	_____
Print Name Witness	Signature	Date
_____	_____	_____
Print Name Guarantor	Signature	Date
_____	_____	_____
Print Name Witness	Signature	Date

PERMISSION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby consent(s) to Garcia Mining Company, LLC, and its affiliates (herein after "SELLER") to using a consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit application(s). The undersigned authorizes SELLER to utilize a consumer credit report on the undersigned from time to time in connection with the extension of or continuation of the business credit represented by the credit application(s).

Signature _____	Date _____	SS# _____
Signature _____	Date _____	SS# _____

All seven (7) pages with signatures are required for processing commercial credit application

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MAY 2024

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	01/13/2025	Est. \$10,264,854	40%	Andrew Karmeris (District)	Project underway
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4 th Quarter 2024	1 st Quarter 2026	Est. \$8,394,852	0%	Andrew Karmeris (District)	Currently in design and permitting
Massa Way Irrigation Extension	05/07/2024	05/02/2024	01/15/2025	Est, \$734,741	0%	Andrew Karmeris (District)	Working to provide contractors a Notice of Commencement
Arthrex Commerce Park	05/07/2024	02/01/2024	01/15/2025	Est. TBD – Pending Landscape Bid	35%	Andrew Karmeris (District)	Working to provide contractors a Notice of Commencement
Oil Well Berm Landscaping	05/07/2024	05/01/2024	10/01/2024	TBD	0%	Andrew Karmeris (District)	Bidding out to prequalified contractors
Apron at Owens roundabout & animal clinic	06/06/2023	Fall 2023	Late-Fall 2024	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Contract docs and specs. For Mid-May and prepare for bid.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

handicap parking spot							
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 85%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Review of Signage, potential obstructed views, and street striping conditions	03/05/2024	03/06/2024	04/16/2024	N/A	50%	Sal D'Angelo (District Operations Manager)	District staff is in the process of reviewing, and any issues discovered are being noted in the asset management program.
Sign at Oil Well Road/ Lighting Project	10/03/2023	01/17/2024	11/12/2024	\$544,758	47%	Ted Tryka (District	Light poles delivered May 6th. Installation Mid-June with bases.

**TEMPORARY ACCESS AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA UNIVERSITY, INC. FOR STUDENT
EDUCATIONAL RESEARCH**

This Temporary Access Agreement (the “Access Agreement”) is made and entered into this ____ day of _____, 2024, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, *Laws of Florida*, as amended (the “Act”), and located in Collier County, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Ave Maria University, Inc., a Florida not-for-profit corporation, whose address is 5050 Ave Maria Boulevard, Ave Maria, Florida 34142 (the “University”).

WITNESSETH

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to stormwater management; and

WHEREAS, the District is the owner of certain lands and lakes in Collier County, Florida, as more particularly depicted in the attached **Exhibit A** (the “Property”); and

WHEREAS, the University has requested, as outlined in the attached **Exhibit B**, that the District grant a temporary, limited waiver of its lake use policy and grant access over the Property for the purpose of completing student educational research as outlined in the attached **Exhibit C** (the “University Project”), and the District is agreeable to granting such an agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Access Agreement.

2. GRANT OF ACCESS. The District hereby grants to the University a temporary, non-exclusive access over, upon, under, through, and across the Property for the sole purpose of completing the University Project (the “Access”) pursuant to the following:

- a. The boat used for purposes of completing the University Project activities shall be an eighteen-foot (18-foot) Sea Ark MV 1872, or like equivalent john boat, with an outboard engine for the purpose of limiting wake.
- b. Boat launch access shall only be at locations depicted on the attached **Exhibit D**.

c. All students/participants must wear uniform vests identifying them as a student/participant of the University Project.

d. All University participants must complete the *Waiver and Release of Liability* form attached hereto as **Exhibit E** (“Waivers”) prior to participation in the University Project. University shall maintain executed Waivers on file and provide copies of all executed Waivers to the District upon request.

e. Any boat or vessel being used for the University Project shall have a sign stating “Ave Maria University Student Educational Research”.

f. The University agrees and acknowledges that the District makes no representations or warranties that the Property is suitable for the University’s needs. To the extent the Property is not accessible or otherwise suitable for the University’s needs, the University assumes all risk and liability associated with any use of the Property including damage to property owned by third parties.

g. The University understands and agrees all activities relating to the University Project shall be in accordance with Florida Law.

3. TERM; TERMINATION. The University shall be permitted to use the Access until such time as the University Project is complete, at which time the Access shall terminate. The District may terminate the Access with or without cause, in the District’s sole discretion, immediately upon written notice. Upon the notification of termination of the Access, the University shall immediately cease any and all activities relating to the University Project other than any necessary repair or restoration of Damages (defined below) required pursuant to the terms of this Agreement.

4. COMPLIANCE WITH GOVERNMENTAL REGULATION. The University shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances when conducting the University Project.

4. INDEMNIFICATION.

a. The University acknowledges and agree that all University Project activities contemplated hereunder is being done to fulfill education credit requirements for the University and not for the benefit of the District. As such, the University agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions, or negligence in the use of the Property by the University.

b. The University agrees that nothing contained in this Access Agreement shall constitute or be construed as a waiver of the District’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

5. DAMAGE. In the event there are damages within the Property or within the District's other property resulting from the University's actions (the "Damages"), the University agrees to pursue the restoration of the Property or any of the improvements so damaged to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days of the completion of the University Project or termination of the term of this agreement whichever is first, and the University shall allow no lien to attach to the Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of the University. The University shall notify the District in writing that the University Project is complete within five (5) business days of completion. The University's restoration of Damages to District property or improvements located thereon shall be completed within thirty (30) days of the completion of the University Project or termination of the term of this Access Agreement whichever is first. In the event such Damages are not restored to the sole satisfaction of the District, District may, in its sole discretion, undertake such repairs and remediations, and the University shall pay to the District all such amounts within ten (10) days of receipt of such invoice.

6. DEFAULT. A default by any party under this Access Agreement shall entitle the other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. ENFORCEMENT OF AGREEMENT. In the event that the District or the University seeks to enforce this Access Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Access Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To the District: Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

To the University: Ave Maria University, Inc.

5050 Ave Maria Boulevard
Ave Maria, Florida 34142
Attn: _____

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the University may deliver Notice on behalf of the District, and the University.

9. THIRD PARTIES. This Access Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Access Agreement. Nothing in this Access Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Access Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Access Agreement against any interfering third party. Nothing contained in this Access Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

10. ASSIGNMENT. No party may assign, transfer or license all or any portion of its rights under this Access Agreement without the prior written consent of the other parties.

11. CONTROLLING LAW. This Access Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

12. PUBLIC RECORDS. The University understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Access Agreement are public records and are to be treated as such in accordance with Florida law.

13. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Access Agreement shall not affect the validity or enforceability of the remaining portions of this Access Agreement, or any part of this Access Agreement not held to be invalid or unenforceable.

14. BINDING EFFECT. This Access Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Access Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Access Agreement may be made only by an instrument in writing which is executed by all parties hereto.

17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Access Agreement.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

AVE MARIA UNIVERSITY, INC.

By: _____

Its: _____

- Exhibit A:** District Property
- Exhibit B:** University Request
- Exhibit C:** Description of University Project
- Exhibit D:** Depiction of Boat Launch Access Points
- Exhibit E:** Waiver and Release of Liability

Exhibit A

District Property

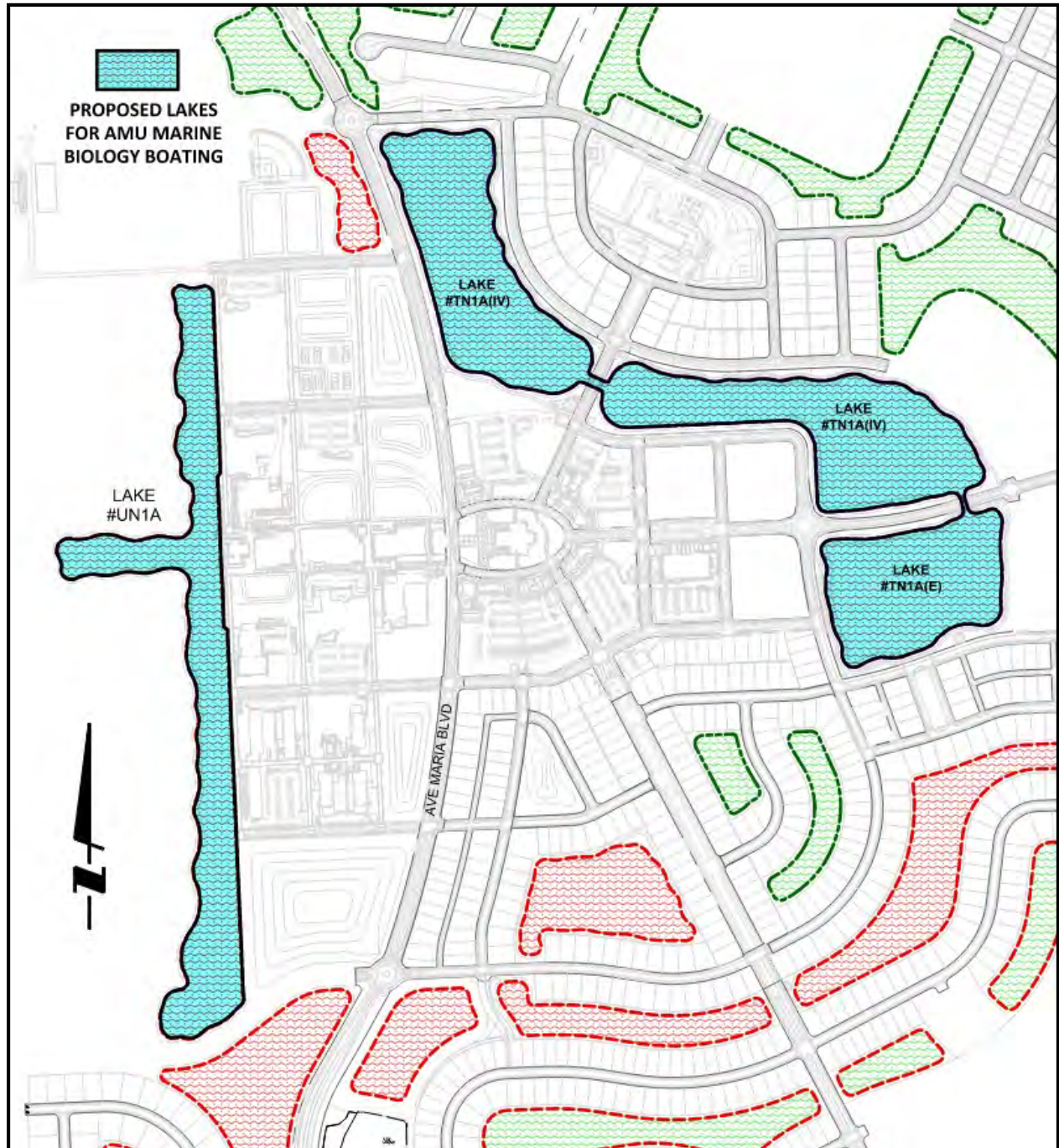


Exhibit B
University Request
Rationale for AMU Biology Department boat purchase and request for access to Ave Maria
bodies of water – Spring 2024

The purchase of a Sea Ark Jon boat, trailer, and Yamaha outboard engine will benefit our Marine Biology and Environmental Science degrees. A boat will enhance student and faculty research and development of boating, trailering, and field work skills for students in both freshwater and estuary settings. Access to Ave water bodies is critical to carrying out these goals. Below is the rationale for asking the Ave Maria Stewardship District for permission to access the water bodies of Ave Maria.

In the past five years, we have had an increase in the number of students interested in careers related to conservation, fisheries, or wildlife. These students need to gain experience driving, trailering, and caring for a vessel, and working with different fish capture techniques, mainly with different nets (i.e., hoop and fyke). Boating, trailering, and fish capturing experience will make our students more competitive in the job market or for graduate school programs. In addition to boat and trailer training, every person involved will obtain the Florida Boater Safety Education ID per Florida law. Lastly, the boat and trailer will be insured.

Access to Ave water bodies is critical to our success for three reasons.

- 1) We can maximize our time and effort.
 - a. Lake Trafford ramp is a 25-minute drive, and any other location is 45-65 minutes. Therefore, the time invested of driving and off-loading and loading the boat and gear, not including research efforts, will be 1hr 15min to 2hrs 35min.
 - b. Being on-site in Ave will allow us, in a time-efficient way, to conduct boat and trailering training that each student will be mandated to undergo if they are to be a part of a research project or class training. Our goal is to provide boat and trailering training that will make our students stronger applicants for graduate schools or jobs. Longer drive times will be a barrier to conducting training due to already tight schedules.
- 2) We can develop a long-term environmental monitoring program.
 - a. This program will monitor fish populations, water quality data (i.e., temperature, dissolved oxygen, pH, turbidity), chemical pollutants, and invertebrates, among other things. Collecting this data can help Ave continue becoming stewards of our local corner in the Big Cypress Region.
- 3) Multiple AMU courses will benefit.
 - a. Marine Biology, Marine Botany, Tropical Ecology and Field Biology, Oceanography, and Aquatic Ecology.

In sum, we think the boat will give us a capacity for student experience and research that could transform our marine biology and environmental science programs from something slightly aspirational into a very attractive and marketable program.

By granting us boat access to the Ave Maria waterways, the Ave Maria Stewardship District can play a significantly positive role in the success of AMU Biology and, most importantly, of students both now and for decades to come.

Thank you for your time and consideration.

Brett T. Feger, MS, MA
Director of Environmental Science
Instructor of Biology

Exhibit C

Description of University Project Activities

University Project shall include the following activities:

- Use of a boat as described in the Agreement (Sea Ark John Boat with Outboard Engine)- no wake permitted with boating.
- Capturing fish using hoop and fryke nets
- Conduct boat and trailer training activities. Such training activities shall be done on the lake behind the University ONLY.
- Monitor fish populations, water quality data, chemical pollutants, and invertebrates

Exhibit D

Boat Launch Access Points

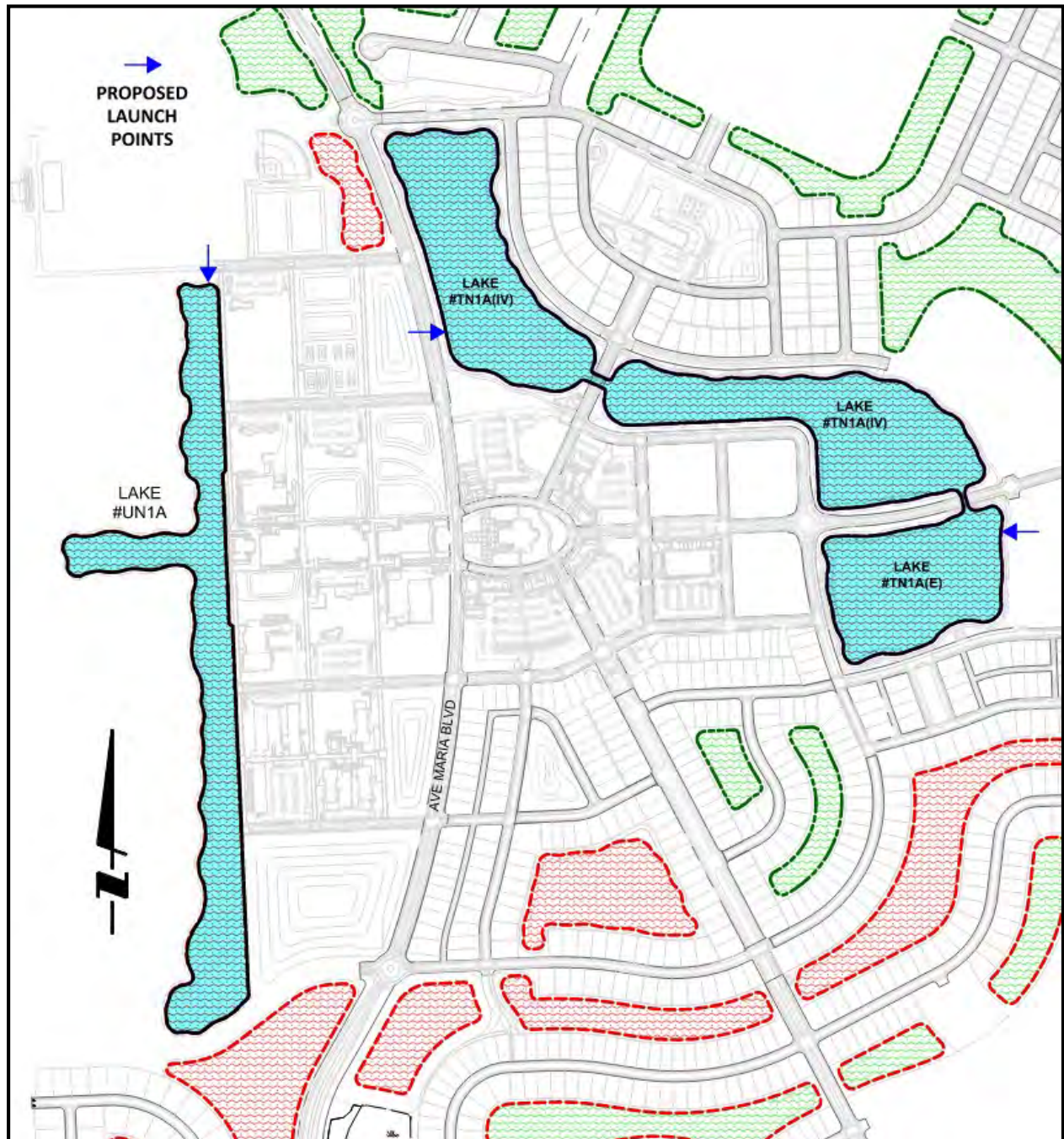


Exhibit E
Waiver and Release of Liability

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Ave Maria University Student Educational Research Project (the "Activity"), and as consideration for the right to participate in the Activity, I _____ (the "Participant"), do hereby affirm, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability ("Waiver and Release"), and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ave Maria Stewardship Community District, Ave Maria Development, LLLP, located at 2600 Golden Gate Parkway, Naples, Florida 34105, and their affiliates, managers, members, board of supervisors, officers, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my own, participation the Activities, including, but not limited to any injuries sustained by me. Without limiting the foregoing, I hereby acknowledge and agree that Ave Maria Stewardship Community District or Ave Maria Development, LLLP, will not in any way supervise or oversee the Activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I agree to indemnify and hold harmless Ave Maria Stewardship Community District and Ave Maria Development, LLLP against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Ave Maria Stewardship Community District or Ave Maria Development, LLLP, incurs any of these types of expenses, I agree to reimburse Ave Maria Development, LLLP, and/or Ave Maria Stewardship Community District.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, AVE MARIA DEVELOPMENT, LLLP, AND ALL OF THEIR AFFILIATES, MANAGERS, MEMBERS, BOARD OF SUPERVISORS, OFFICERS, AGENTS, ATTORNEYS, STAFF, CONTRACTORS, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS, DEMANDS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST AVE MARIA DEVELOPMENT, LLLP, OR AVE MARIA STEWARDSHIP COMMUNITY DISTRICT FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Ave Maria Development, LLLP, and Ave Maria Stewardship Community District, and their present, former, and future directors, officers, volunteers, representatives, board of supervisors, contractors, employees and agents

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such

actions of neglect or recklessness.

This Waiver and Release was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I agree that this Waiver and Release is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the Ave Maria Stewardship Community District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this Waiver and Release is deemed invalid, that the remainder will remain in full force and effect.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, the Ave Maria Stewardship Community District may be required to disclose the information you submit to us. Under certain circumstances, the Ave Maria Stewardship Community District may only be required to disclose part of the information submitted to the District. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

I CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I UTILIZE THE DISTRICT'S FACILITIES OR LANDS.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____, 2024

*Please complete a Release for **EACH** Participant separately.

RESOLUTION 2024-04

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; ESTABLISHING CONDITIONS PRECEDENT TO THE DISBURSEMENT OF FUNDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, 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”), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the Act authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District Manager, Operations Director, Chairperson and/or Vice Chairperson, as set forth below.

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

Section 1. Payment of Expenses.

A. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.** The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
- 3.** The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

B. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule so long as funds are available in the current fiscal year budget or developer contribution has been secured:

1. Non-Continuing Expenses Not Exceeding \$12,000 with approval of the District Manager or Operations Director; and

2. Non-Continuing Expenses Not Exceeding \$50,000 with approval of the District Manager and Operations Director; and

Non-Continuing Expenses exceeding \$20,000 shall be approved by the Board unless they are an Emergency Expense authorized under Section 1.C.

Before any expenditure is made under Section 1.B., the District Manager and/or the Operations Director shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

C. Emergency Expenses. For emergency expenses exceeding the authorization in Section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in an amount not to exceed \$50,000 to address any emergency condition affecting the District, but only with the prior written approval of the Chairperson, or in his or her absence, the Vice Chairperson of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment 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 delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 2. Conditions Precedent to Payment of Expenses.

1. For Non-Continuing Expenses greater than \$5,000, the Operations Director and/or District Manager shall utilize best efforts to obtain a multiple bids for the work.
2. If a purchasing card is utilized for such purchase, the District Chair and Operations Director, or its designee authorized to utilize such card, shall execute and abide by the District's *Agreement Regarding Use of District-Issued Credit Card*, the form of which is attached hereto as **Exhibit A**.

Section 3. Contracting Authority. The District Manager shall have authority to execute contracts between Board meetings for ongoing operation and maintenance activities of the District so long as (1) the current fiscal year adopted budget includes amounts sufficient to provide for such scope of work or (2) District Manager has confirmed a developer contribution will be provided in such amount or availability of alternate funds. Any such executed agreements will be included on an upcoming meeting agenda for Board ratification of such actions.

Section 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 5. Effective Date; Conflicts. This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

PASSED AND ADOPTED this 7th day of May, 2024.

ATTEST:

**BOARD OF SUPERVISORS OF THE AVE
MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Thomas Peek, Chairperson

Exhibit A: Agreement Regarding Use of District-Issued Credit Card

Exhibit A

Agreement Regarding Use of District Issued Credit Card

AGREEMENT REGARDING USE OF DISTRICT-ISSUED CREDIT CARD

As the _____ for the Ave Maria Stewardship Community District (“District”), I, _____, as District Manager/Operations Director, understand that I am authorized to use the District-issued Credit Card (the “Credit Card”) to make purchases as set forth in Resolution 2024-04 adopted by the District on May 7, 2024 (the “Resolution”). In this respect, I will adhere to the following:

1. Compliance with Resolution, Rules & Policies. I agree to abide by all of the terms of the Resolution, as may be amended from time to time. I further agree to abide by the policies of the entity from which the Credit Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the Credit Card for approved District expenditures only, as set forth in the Resolution, and not personal expenses. I further agree not to use the Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

3. Procurement Procedures by District Manager/Operations Director. District Manager/Operations Director shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using the Credit Card as described in this section. All of District Manager/Operations Director’s expenditures shall be in accordance with the District’s Rules of Procedure and Florida law. The District shall provide to District Manager/Operations Director one Credit Card with a limit of Ten Thousand Dollars (\$10,000.00) for the District Manager/Operations Director. The District Manager/Operations Director shall be the only individual authorized to use the Credit Card. To the extent feasible, the District Manager/Operations Director shall take all necessary steps to ensure that any Credit Card purchases are made on a tax-exempt basis. The District shall not pay the Credit Card statement until provided with a full accounting, including copies of any receipts, for any monies the District Manager/Operations Director spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District’s Board and as may be amended from time to time (“O&M Budget”) shall require prior approval from the Board. The District Manager/Operations Director shall be responsible for reimbursing the District for any Credit Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board (“Reimbursement Amount”) as well as any fees or penalties incurred as a result of such purchases. The District Manager/Operations Director shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event District Manager/Operations Director fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported Credit Card charges.

4. Security. I agree to maintain the security of the Credit Card at all times in order to prevent the Credit Card from being used for fraudulent or corrupt purposes, and to account for all Credit Card expenditures with appropriate receipts.

5. Accounting. I understand that the Credit Card will have a limit of Ten Thousand Dollars (\$10,000.00) at any given time, and in order for the account to be paid I must submit appropriate receipts to the District pursuant to the terms of the Resolution. I understand that unaccounted for or unapproved Credit Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the Credit Card has been lost, misused, or stolen.

6. Conclusion of Employment. Upon the conclusion of my employment, I agree to submit the Credit Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: District Chair Date: _____

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through March 2024

	<u>Oct '23 - Mar 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	290.70	734.00	-443.30	39.61%
01-1131 · Supervisor Fees	3,800.00	9,600.00	-5,800.00	39.58%
01-1310 · Engineering	36,223.00	85,000.00	-48,777.00	42.62%
01-1311 · Management Fees	54,000.00	108,000.00	-54,000.00	50.0%
01-1313 · Website Management	1,500.00	2,500.00	-1,000.00	60.0%
01-1315 · Legal Fees	38,080.59	80,000.00	-41,919.41	47.6%
01-1320 · Audit Fees	0.00	20,300.00	-20,300.00	0.0%
01-1330 · Arbitrage Rebate Fee	650.00	3,900.00	-3,250.00	16.67%
01-1441 · Travel & Lodging	9,812.01	5,000.00	4,812.01	196.24%
01-1450 · Insurance	107,697.00	45,000.00	62,697.00	239.33%
01-1480 · Legal Advertisements	3,888.64	8,000.00	-4,111.36	48.61%
01-1512 · Miscellaneous	6,534.62	6,000.00	534.62	108.91%
01-1513 · Postage and Delivery	859.31	2,000.00	-1,140.69	42.97%
01-1514 · Office Supplies	1,807.20	3,500.00	-1,692.80	51.63%
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	16,473.75	35,000.00	-18,526.25	47.07%
01-1734 · Continuing Disclosure Fee	10,000.00	12,000.00	-2,000.00	83.33%
01-1735 · Assessment Roll	0.00	20,000.00	-20,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	42,959.50	31,500.00	11,459.50	136.38%
01-1808 · Irrigation Repair	203,410.44	110,000.00	93,410.44	184.92%
01-1813 · Storm Cleanup - Electric	0.00	26,250.00	-26,250.00	0.0%
01-1814 · Storm Cleanup	0.00	60,000.00	-60,000.00	0.0%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through March 2024

	Oct '23 - Mar 24	Budget	\$ Over Budget	% of Budget
01-1815 · Miscellaneous Maintenance	10,709.37	50,000.00	-39,290.63	21.42%
01-1816 · Electric-Streetlights,Landscape	50,630.77	89,250.00	-38,619.23	56.73%
01-1817 · Maintenance Street Sweeping	0.00	1,050.00	-1,050.00	0.0%
01-1818 · Striping & Traffic Markings	9,794.15	150,000.00	-140,205.85	6.53%
01-1819 · Street Light Maintenance	76,518.67	120,000.00	-43,481.33	63.77%
01-1820 · Maint Sidewalk/Curb Repairs	60,465.01	157,500.00	-97,034.99	38.39%
01-1830 · Maintenance Contracts	353,950.02	715,000.00	-361,049.98	49.5%
01-1831 · Tree Trimming	0.00	153,300.00	-153,300.00	0.0%
01-1832 · Storm Cleanup - Landscaping	0.00	26,250.00	-26,250.00	0.0%
01-1833 · Plant Replacement	139,353.27	100,000.00	39,353.27	139.35%
01-1834 · Mulch	106,148.00	147,000.00	-40,852.00	72.21%
01-1838 · Water Management & Drain	3,300.00	4,200.00	-900.00	78.57%
01-1839 · Entry Feature/Near Well Water	3,354.01	4,725.00	-1,370.99	70.98%
01-1841 · Maintenance Irrigation Water	54,610.08	89,250.00	-34,639.92	61.19%
01-1842 · Maint Fountain/Repair	49,566.14	50,000.00	-433.86	99.13%
01-1843 · Maintenance Rodent Control	14,915.00	8,400.00	6,515.00	177.56%
01-1844 · Maint Equipment Repair	0.00	8,400.00	-8,400.00	0.0%
01-1845 · Maint Signage Repair	0.00	15,750.00	-15,750.00	0.0%
01-1846 · Maint Storm Drain Cleaning	0.00	52,500.00	-52,500.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	23,732.00	78,750.00	-55,018.00	30.14%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	60,241.50	63,000.00	-2,758.50	95.62%
01-1853 · Maintenance Small Tools	4,890.28	3,675.00	1,215.28	133.07%
01-1854 · Maint Miscellaneous Repairs	146.55	30,000.00	-29,853.45	0.49%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through March 2024

	Oct '23 - Mar 24	Budget	\$ Over Budget	% of Budget
01-1855 · Maint Vehicle Lease/Fuel/Repair	1,915.34	21,000.00	-19,084.66	9.12%
01-1856 · Maint Mosquito Control	505,271.51	525,000.00	-19,728.49	96.24%
01-1858 · Maint Temp EMS/Fire Facility	0.00	9,650.00	-9,650.00	0.0%
01-1859 · Maint-Administrative Supplies	700.00	0.00	700.00	100.0%
01-1863 · Maint Base Management Fee	9,931.47	23,000.00	-13,068.53	43.18%
01-1864 · Maintenance Admin Payroll	2,851.64	0.00	2,851.64	100.0%
01-1867 · Asset Manager	35,423.06	75,000.00	-39,576.94	47.23%
01-1869 · Field Operations	276,266.80	600,000.00	-323,733.20	46.04%
01-1871 · Verizon - Internet	554.32	0.00	554.32	100.0%
01-1872 · Pressure Washing	22,990.00	50,000.00	-27,010.00	45.98%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	5,175.00	15,000.00	-9,825.00	34.5%
Total Expenditures	2,421,565.72	4,141,534.00	-1,719,968.28	58.47%