



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING APRIL 1, 2025 4:00 P.M.

**AVE MARIA MASTER ASSOCIATION, 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

April 1, 2025

4:00 p.m.

Ave Maria Master Association
5080 Annunciation Circle, Suite 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

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- 1. Legal Report
- 2. Engineer Report
- 3. Manager's Report

a. Financials.....Page 96

L. Final Public Comments

M. Board Member Comments

N. Adjourn

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

Publication Date
2025-03-24

Subcategory
Miscellaneous Notices

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 4:00 p.m. on April 1, 2025, in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 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. The Zoom link below will allow for up to 1,000 individuals to view the meeting and all requests for public comment participation via Zoom must be submitted by 5 p.m. March 31, 2025, in advance of the meeting to the District Manager, Allyson Holland, at aholland@sdsinc.org with the agenda item they wish to speak on noted. Virtual Attendance is offered for convenience only and in the event there are interruptions to 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.

Meetings may be cancelled from time to time without advertised notice.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

No.11154952 March 24, 2025

**MEETING MINUTES
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING**

March 4, 2025

6:00 p.m.

**Ave Maria Master Association
5080 Annunciation Circle, Suite 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

The March 4, 2025, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. at the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. Pledge of Allegiance

C. Invocation

Supervisor 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 February 21, 2025, as legally required.

E. Establish a Quorum

A quorum was established with the following:

Board of Supervisors

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

District Staff in attendance were:

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

Also present were the following:

Donny Diaz, Jaclyn Canerdy, Jenna Buzzaco-Foerster, and approximately 20 members of the public. There were also approximately 15 people present via Zoom.

F. Additions or Deletions to Agenda

Mr. Klucik requested an update on the signs on Anthem Parkway. Ms. Holland assured Mr. Klucik that she planned an update on the signs as part of her projects update.

G. Comments from the Public

Ms. Leesa DiBartola was the only public speaker and she spoke about loud noise at South Park at night. Ms. Holland informed Ms. DiBartola that the parks are not a responsibility of the District, but she would get Ms. DiBartola in touch with the proper contacts.

Ms. Holland acknowledged that there are no further public comments, but she requested the Board allow additional public comments to be added (if needed) for the reserve study item, to be heard after staff's presentation. She reminded the public that this will not include Q/A, but staff is happy to address questions with residents outside of Board meetings. The Board unanimously agreed.

H. Approval of Minutes

1. February 4, 2025, Regular Board Meeting

The minutes of February 4, 2025, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the February 4, 2025, Regular Board Meeting, as presented.

I. Old Business

1. AMSCD Projects Update

Ms. Holland gave a brief update on District projects in accordance with the updated projects list.

Ms. Holland gave an update on Davey Tree. She acknowledged that Davey Tree has had additional staff onsite for the past 3 weeks working diligently to improve the landscaping and irrigation. Their communication has also greatly improved. Staff has made the decision to allow Davey Tree to continue in accordance with their contract for the remainder of this FY. Staff will continue to monitor daily landscape and irrigation maintenance over the next few months and will come before the Board for Board's approval to renew the existing contract with Davey Tree for another year, or if staff should go out to RFP (Request for Proposals). Staff will prepare an RFP in case it is necessary. Mr. Klucik mentioned that there is an Oak tree in rough shape on the Owens roundabout triangle. Mr. Diaz stated that he is familiar with the tree and will have it replaced.

Ms. Holland gave a brief updated on the Lennar Bond Reallocation. Mr. Tryka has completed his review of the documents submitted by Lennar. Ms. Willson is currently reviewing Mr. Tryka's recommendation and then staff will proceed with the next steps in the process.

Ms. Holland gave a brief update on the CC Homes Signs on Anthem Parkway. She indicated a few weeks ago, she was disappointed to find a sign contractor replacing several of the CC Homes signs with the Developer approved version of a similar sign. She confirmed from a legal perspective that signage must comply with county requirements, including applicable permit requirements. CC Homes still has several of the original signs installed that staff asked to remove as well as the unpermitted developer approved signage. CC Homes is working to secure permits for the existing signs on Anthem Parkway. Ms. Holland assured the Board that this will remain on top of her to-do list, but her regulating and enforcement powers are limited. Ms. Robertson asked if there is any way we can start fining CC Homes, asked if we can put them on notice. Ms. Willson stated that we can put them on notice, but we don't have a policy allowing to charge for costs associated with enforcement. The Board asked about Collier County Code Enforcement. Ms. Holland stated that she submitted a complaint to Collier County Code Enforcement regarding the unpermitted signs on District ROW. Mr. DiFlorio asked if

we can legally take them down. Ms. Willson responded yes. The Board unanimously agreed to direct staff to prepare a letter to CC Homes directing them to remove the signs within seven calendar days. The motion was made by Mr. Klucik, seconded by Mr. Casalanguida and was unanimously approved. Mr. Klucik stated that he is grateful for CC Homes, but they need to act like they are part of the community.

2. Goals and Objectives Update

Ms. Holland provided an update on all of the current Goals and Objectives. Mr. Roth asked if staff has all light pole data needed for FEMA reimbursement including depth of pole, latitude/longitude location, etc. Mr. Roth stated that this information is critical for FEMA reimbursement. Staff noted that they can add this data in Cartegraph.

J. New Business

1. Reserve Study Update

Ms. Holland introduced Ms. Nancy Daniel with Reserve Advisors to present the Reserve Study Update for the District. A copy of Ms. Daniel's presentation is included herein. Ms. Willson noted for the record AMSCD is an ISD, which has different reserve requirements than a Homeowner's Association. Mr. Klucik noted that the reserve funding is similar to a mortgage. Mr. Casalanguida stated that he prefers to see round numbers rather than numbers to the nearest dollar in a study like the one proposed.

Ms. Holland presented updates to the Reserve Study, a copy of her presentation is included with the meeting minutes. Ms. Holland has been working with Reserve Advisors to make updates to the reserve study. District staff recognizes the importance of reserve funding to the dedicated residents who live in this community. A reserve study is a long-term financial planning tool that focuses on estimating the future costs of major repairs and replacements for assets like pavement and drainage infrastructure. District staff is confident that the revised reserve study captures all current District assets and has them scheduled for replacement in accordance with their useful life. It should be noted that staff is able to make adjustments to the expenditures spreadsheet. Staff plans to add build-out District infrastructure to the expenditures spreadsheet to capture and plan for the future of all District infrastructure. Staff is also able to adjust the expenditures spreadsheet to push projects to the next year or two if it is determined that the improvement/replacement isn't absolutely necessary.

Updates to the reserve study include, but are not limited to

- Phasing replacements/repairs of certain infrastructure. For example, all District asphalt does not need to be replaced in 2028 as it was initially proposed in the initial draft. The study was updated to phase asphalt replacement based upon the year it was installed as well as portions of related infrastructure line items such as curb, sidewalk, and drainage.
- The master irrigation utility assets were removed from the reserve study as the irrigation utility infrastructure replacements will be included in the Master Irrigation Utility Budget and not funded from District assessments. District staff is working with the rate study consultant to ensure include those infrastructure replacement costs.
- Re-lining lakes was removed from the reserve study. Reserve Advisors assumed all District lakes were lined. The District only has three (3) lined lakes, but those lakes are part of the Master Irrigation Utility and therefore are not included in the Reserve Study.
- Certain items such as preserve maintenance and pond erosion control were removed from the reserve study as those are budgeted annually in the District's annual maintenance budget so inclusion in reserves was duplicative.

It is important to note that the proposed reserve study does not lock the District into the improvements that are shown in the expenditures table; the reserve study is a planning tool. District staff will use the

reserve study while preparing the Operations & Maintenance budget. Staff, including the District Engineer, will evaluate all infrastructure to determine the exact amount of infrastructure that is in need of replacement and schedule appropriately. For example, Ave Maria Boulevard is planned to be repaved in 2027. The majority of the asphalt is not in poor condition, and there were portions of the road that were repaved in the past. Staff will ultimately advise as to the recommended areas of the repaving limits the year prior to planned improvements. We hope to have the reserve funding in place assuming the worst case scenario, which is included in the reserve study. Some roadways within Ave Maria may very well outlast their estimated useful life. The District's O&M budget will continue to be used to manage day-to-day expenses and income annually, including routine maintenance costs.

It is important to note that Ave Maria has grown rapidly over the past few years, including the amount of District infrastructure. Unlike property associations, the District is not statutorily required to have a reserve fund and there are other options to fund infrastructure that has met its useful life (typically over approximately 20 years). This can be accomplished by way of funding certain infrastructure replacement with a future master bonds anticipated to be secured by assessment paid by future residents, not current residents.

Moving forward, staff recommends that the Operations & Maintenance assessment increase in order to fund the reserves, but this is ultimately the Board's decision. The question is how much is required annually. After reviewing the reserve study and assessment methodology including buildout assets, the proposed plan will likely include funding certain infrastructure with future master bonds, while starting to increase the O&M assessment annually to adequately fund the reserves. Rough calculations indicate an increase of approximately \$140 to \$200 per year in the annual O&M assessment for a SF home. These are estimates, subject to change, based on the buildout infrastructure that will be verified in the next couple of weeks. Note that these calculations take into account the buildout methodology report for O&M assessments which vary based on use.

Staff would like the opportunity to discuss funding options with the Board and to receive feedback from the board and public comment, and then bring back funding options for Board continued discussion at the April 1, 2025 meeting. This dialog and direction will enable District staff to present a proposed budget reflecting Board direction at the June board meeting.

Mr. Genson clarified that the reserves won't be adjusted based on infrastructure replacement and the reserve funding is based on the buildout budget. He explained that the developer and builders pay their own fair share of the reserves. Mr. Casalanguida stated that we are looking to find a steady amount to smooth out the reserves and expenses. Ms. Willson added that we will not issue bonds to fund the reserves, but the intent is so funds infrastructure projects that meet requirements for bonds. Mr. Genson explained that that at some point we will meet bond capacity and we need to make sure we have sufficient funds to replace infrastructure. Mr. Klucik asked what the previous amount was for funding reserves and Mr. Genson stated that he doesn't recall. Mr. Genson stated that the District will be realigning costs for irrigation rates to make sure that rates are fair based on use. The original reserve study included a lot of funding for the irrigation utility. That was all removed the reserve study and will be included in the irrigation rate study. Mr. Klucik asked if Mr. Genson knows what the rates will be. Mr. Genson stated that he does not know the changes in rates, but it is anticipated that the residential rate changes will not be as drastic as the changes to the commercial rates. Ms. Holland asked if there were any other questions from the Board or the audience. Dr. Victor Acquista asked for clarification on the O&M assessments. Ms. Holland stated that the O&M assessments would be discussed next month for each land use. Mr. Genson confirmed that the developer pays the same fee as the single family residential assessment for the undeveloped platted lots.

2. Consider Approval of Letter Agreement Requesting Land Swap between the District and Ave Maria Development, LLLP.

Staff shared the land swap exhibit on screen and via Zoom.

Ms. Holland presented this item. She explained that Ave Maria Development (AMD) requested a Land Swap between the District and AMD, as described in the Letter Agreement included in the meeting book and as depicted on Exhibit A, on page 84 of the meeting book. Due to changes in development plan, AMD requests to exchange 0.4 acres of property shown in red, currently owned by the District, for the 18.6 acres of property shown in blue, currently owned by AMD. The 0.4-acre property shown in red is a small portion of the property that was originally conveyed to the District in accordance with the Oil Well Road Entrance Improvements. This property does not currently contain any existing District improvements. That property was acquired by the District from AMD pursuant to the Project Improvement Acquisition Agreement between the District and AMD and the Real Property Contribution Agreement, as amended. The small 0.015-acre property shown in blue is included in this Land Swap as that is area owned by AMD but currently utilized by the District for access to the Oil Well Road berm and the entrance feature. The proposed land swap area from the District to AMD was field surveyed and District staff has confirmed the District's access to the Entrance Improvements for maintenance or any other improvements owned by the District will not be impacted. The 18.6-acre property shown in blue is proposed to be conveyed to the District as part of the development of the Arthrex Commerce Park.

Ms. Holland noted that the conveyed lands for Entrance Improvements were contributed pursuant to the Contribution Agreement, no District funds were paid for the land acquisition and contribution credit records will be updated accordingly pursuant to the Contribution Agreement upon completion of the Land Swap. AMD is requesting that the District approve the Land Swap in accordance with the terms of the Acquisition Agreement and Contribution Agreement, one of which is that AMD shall pay all conveyance costs associated with effecting the Land Swap.

Mr. Klucik asked why are we giving away land that is developable? Mr. Casalanguida stated that the 0.4-acre piece of land is not developable. Mr. Klucik said that he wants land for our government, and he wants to know when we will have a building. Mr. Casalanguida stated that we will but that needs to be included in the budget/Capital Improvement Plan, and that we need to look at the big picture. Klucik stated that he's been bringing this up for 8 years and wants to know why we are paying rent when we should have our own building. Mr. Casalanguida restated that we need to plan a long term budget. He stated that he doesn't think we should leverage land. Ms. Holland stated that we are planning for an Operations building/space for next year, and that will be included in the budget. She stated that administration office space and a meeting space will be planned in the future. Ms. Robertson stated that the land swap will result in building apartments which will benefit our community. Mr. Klucik stated that AMD will develop and own the apartments, therefore making money. He believes that this is setting a bad precedence to ignore something that has been brought up for 8 years. He asked Mr. Genson to respond, but Mr. Genson has stepped away. Mr. Casalanguida stated that we need to talk about a District building and including this in the budget. Mr. DiFlorio stated that we shouldn't be leveraging land, but he agrees we need office/meeting space. Mr. Klucik asked if the District was supposed to get this land anyways. Mr. Klucik requested that we table this item and discuss at the next meeting.

A **motion** was made by Mr. Klucik, seconded by Mr. Casalanguida and passed unanimously to table the proposed Land Swap and to bring this item back for discussion and consideration for approval at the April 1, 2025 Board Meeting.

3. Consider Approval of Change Order #5 to Earth Tech Enterprises, Inc. for Improvements in Conjunction with the Anthem Parkway Phase 5A Project

Change Order #5 was discussed at the February 5th meeting, but staff was waiting on the amount of the change order from Earth Tech Enterprises.

The total amount of Change Order #5 is \$4,731,702.10, of which \$3,271,056.10 are District costs, and \$1,460,646.00 are AMUC costs. Change order #5 includes irrigation pump station #4, a lined irrigation lake, irrigation pumps/equipment, and all associated infrastructure. The change order includes a Master Wastewater lift station that will be utilized in conjunction with the wastewater infrastructure constructed with the Anthem Parkway Phase 5A project. Although the proposed wastewater lift station is included in the change order #5, all proposed wastewater infrastructure will be funded directly by AMUC, in accordance with the previously approved cost share agreement for Anthem Parkway Phase 5A. Ms. Holland mentioned that there will be additional change orders and/or contracts to this project for Irrigation Pump Station #4 to cover known scope gaps, including but not limited to the pump station housing structure. Additional change orders will be brought to the Board for consideration of approval.

District staff acknowledges that this is a significant change order. Earth Tech has a great deal of experience constructing lined lakes and irrigation pump stations. Their pricing is in line with the industry standard. Additionally, they are currently onsite which eliminates a mobilization fee. Staff has reviewed the change order and recommends approval.

Mr. Hartley, engineer of record, was present via Zoom. Mr. Hartley explained that the lined irrigation lakes were master planned for the community, and this is part of the long term planning for the District. The proposed irrigation lake was platted within the Anthem Parkway Phase 5A land. The proposed irrigation pump station is approximately 50% larger than irrigation pump station #3. He explained that the pump station housing is needed for approximately two years. Mr. Genson asked about the District portion of the contract and the AMUC portion of the contract and Mr. Hartley explained the cost share agreement that is in place and the AMUC items will not be funded by the District. Mr. Hartley explained that this bigger pump station will serve both future and current development. Mr. Klucik asked which bond issuance would cover these costs. Mr. Genson confirmed the 2025 bond issuance. Ms. Willson clarified that funding is initially the 2023 bonds and if 2023 construction fund is depleted, funding may include developer funding that will be reimbursed through future 2025 bond issuance pursuant to a previously approved agreement. Mr. Klucik asked if there is any 2023 funding available and Mr. Genson confirmed no. Mr. Klucik asked why is this project just coming in now. Mr. Roth confirmed that the future development is difficult to plan. Mr. Klucik stated that the AMUC costs don't matter because the residents will ultimately pay the user fees anyways.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously, approving Change Order #5 to Earth Tech Enterprises, Inc. for improvements in conjunction with the Anthem Parkway Phase 5A Project, as presented.

4. Discussion Regarding Crosswalk Enhancements at Ave Maria Blvd and Bellerawalk Blvd.

On February 20, 2025, Mr. Scott Brooks, Director of Land Planning for Pulte Group, requested a discussion regarding crosswalk enhancements at Ave Maria Boulevard and Bellerawalk Boulevard on behalf of the Del Webb North Homeowner's Association members. Specifically, Mr. Brooks asked if the District would consider installing flashing crosswalk signs at this intersection. Ms. Holland believes this topic is worthy of discussion as she has received numerous emails and phone calls the past few months regarding safety enhancements at this intersection for pedestrians and golf carts. Ms. Holland asked Mr. Ted Tryka, District Engineer to begin this discussion as he has been involved with requests at this intersection in the past.

Mr. Tryka explained that this intersection has been discussed before. He explained that there are no requirements for the flashing crosswalk lights, that it's completely subjective. They are typically

installed in high pedestrian areas. He recalls we paid \$46,000 for the flashing lights at The National and the price will likely be higher now.

Ms. Holland stated that District Staff would like to propose capital improvement project for next FY to include a review of our major crosswalks, including enhancements throughout the District. The types of flashing lights/crosswalk enhancements are not consistent throughout the District. Staff would like to have an assessment completed which includes recommendations to enhance pedestrian safety at certain intersections throughout the District. Ideas we have discussed internally include raised crosswalks and thermoplastic faux brick paver crosswalk.

Mr. Casalanguida directed staff to bring back a cost for the crosswalk study for an accelerated review at the next Board meeting.

5. Consider Approval of the Ave Maria Stewardship Community District Office Space with Ave Maria Development.

Ms. Holland presented this item. She explained that her office is currently in this building, which is leased by the Ave Maria Master Association. The Master Association is currently not charging the District rent for the office space. The Master Association is planning to renovate this building to create a space that better accommodates the master association needs and activities. The building renovations will only include enough office space for the Master Association employees, therefore the District has been seeking locations for offices for District staff.

Ave Maria Development has provided multiple options to the District for office space. Staff has determined that the best use of office space is to lease two executive suites in Town Core Building #3 (5072 Annunciation Circle, Suites 218 & 219) on the 2nd floor in a wing that is built out with a common waiting area, kitchen, and two conference rooms. The two executive suites will be available for rent beginning May 2025. The two offices will be occupied by the District Manager, and Donny Diaz, Operations Manager. The three (3) operations staff members will be able to use the office and common space as needed. The District did not budget for monthly office space lease in the current fiscal year budget. AMD is the landlord, therefore they will cover the office space lease from May 2025 through September 2025. The District will be required to furnish the offices, including desks, chairs, printers, internet, and cable. We plan to properly budget for administration office space lease in next year's budget.

Ms. Holland stated the proposed cost breakdown for the two suites is (\$900, Suite 218 + \$950, Suite 219) x 12 months = \$22,200 FY 2025-2026

District meetings will continue to be held at the Master Association until renovations commence. Ms. Holland plans to coordinate with Pulte Group to hold District meetings at the Grand Hall at Del Webb if needed during renovations. She will continue to coordinate with the Master Association and Pulte Group as plans for the Master Association building renovations progress. Ms. Willson confirmed that staff is requesting preliminary authorization to move forward with a lease. If Board authorizes District staff to move forward with the two suites, the lease will be brought before the Board for consideration at the next meeting. Mr. Klucik stated that it is very generous of the developer for giving free rent for the remainder of this FY.

A **motion** was made by Mr. Deflorio, seconded by Mr. Casalanguida and passed unanimously, giving staff preliminary authorization to move forward with a lease agreement to be brought before the Board at the April 1, 2025 Board meeting, as presented.

K. Administrative Matters

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer Report

Mr. Tryka had nothing further to report.

3. Manager’s Report

a. Financials

Ms. Holland indicated that the financials were included in the meeting book and we were still tracking well so far.

Ms. Holland mentioned that Pulte Group contacted her about an Avalon Park monument sign that they would like to install on Seton Street, which is District ROW. Staff plans to review the sign internally and bring the proposed sign for Board consideration on April 1, 2025. Ms. Holland wanted to give the Board a heads up before seeing this on next month’s agenda. She noted that several of the residential neighborhoods have monument signs, but Avalon Park does not. Mr. Klucik stated that the Donahue school is there and that will be confusing. He thinks there are better locations for the monument sign. Mr. DiFlorio believes the proposed location is perfect for the sign. Several members of the audience spoke in support of the sign location.

L. Final Public Comments

Mr. Todd Wodraska offered final comments. He stated that he appreciated Mr. Klucik mentioning Ms. Tammy Smith during his invocation. Mr. Wodraska noted the celebration of Peek Way tomorrow at 10:30 a.m. He also noted Mr. Tom Sansbury passed away recently. Mr. Sansbury was an original AMSCD board member who had a very big influence on the District.

M. Board Members Comments

Mr. Casalanguida noted to Mr. Klucik that Mr. Genson takes pride in Ave Maria and sees this as a partnership. Mr. Genson has invested most of this life to Ave Maria. Mr. Klucik thanked Ms. Holland for doing a great job. Mr. Roth stated that he appreciates the dialect among the Board.

N. Adjourn

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:15 p.m. by Chairman Roth. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman



Ave Maria Stewardship Community District Reserve Study Presentation

Nancy Daniel
PE, RS

nancy@reserveadvisors.com

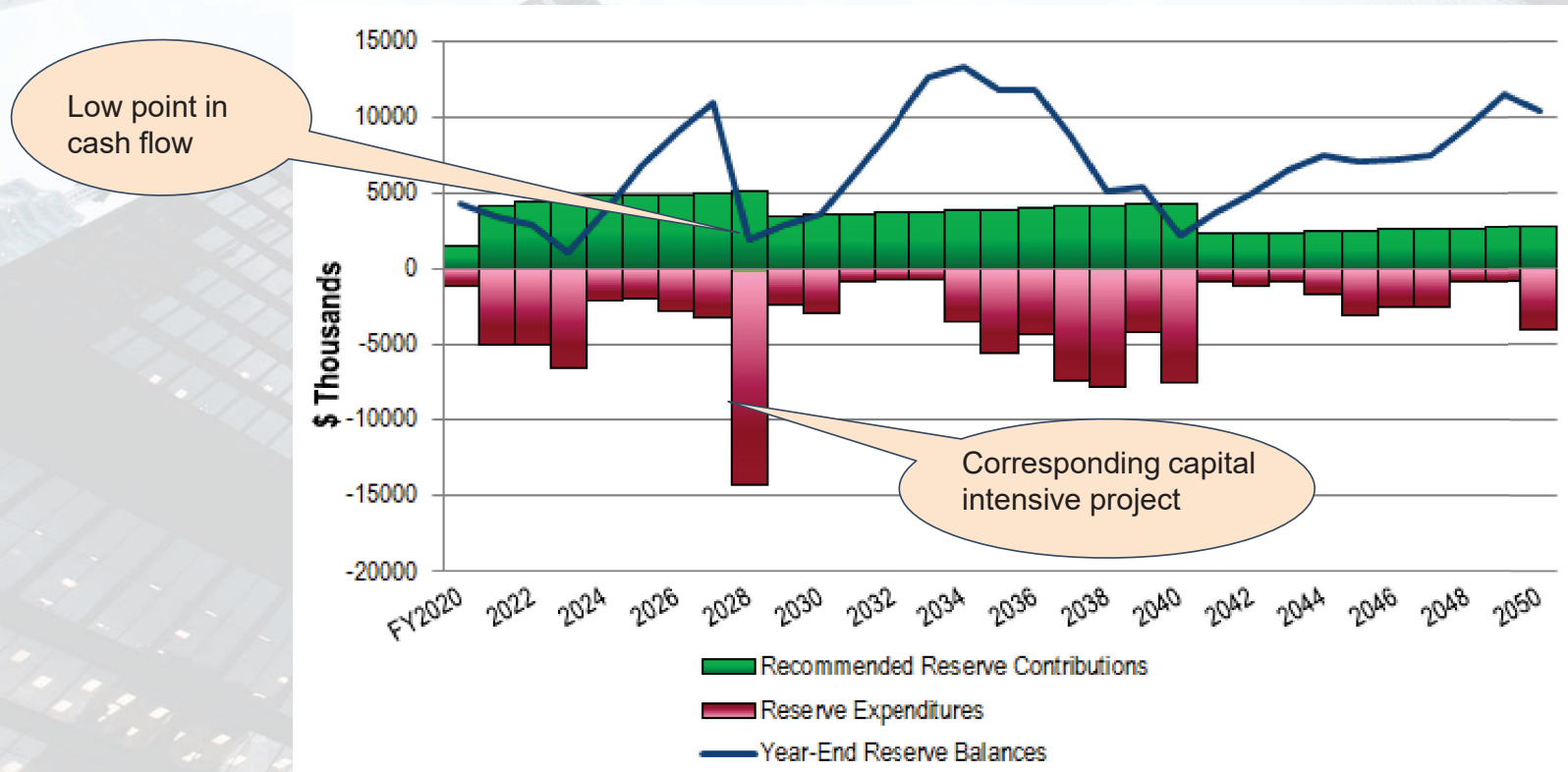
Reserve Study

- » A reserve study is the financial budgetary tool to determine appropriate reserve contributions
 - » Most importantly, it allows Boards/Management/owners to make informed decisions (i.e. develop a financial plan to pay for big ticket projects and eliminate surprises)

Engineering Analysis

- » Included a physical on-site inspection and financial analysis
- » Independent opinion of the remaining useful lives and costs to repair/replace components
- » Purpose of reserve study is obviously NOT to predict exact times and costs of expenditures
 - » Remaining useful lives and costs are simply opinion based on experience for purposes of calculating a reasonable reserve contribution
- » Opinion of actual timing of projects may vary greatly
 - » Key is to have a plan in place to fund the project regardless of the exact year of conducting the project

Relationship Between Reserve Contributions, Expenditures and Reserve Balances



Getting a Reserve Study Up To Date

- » Typically every 2- to 5-years
- » Changes in *inflation* and interest
- » Changes in the reserve balance or annual reserve contribution
- » Changes in Board and Management priorities

Concluding Points

- » In our experience, communities with appropriate reserve balances/reserve contributions are in better overall physical and financial condition

AMSCD Reserve Study Update



Reserve Study Update – Purpose



Planning
Tool

Reserve Study Update – What Changed?



Phased roadways & associated infrastructure



Removed Master Irrigation Utility infrastructure and re-lining lakes



Removed preserve and lake bank maintenance

Reserve Study Update – 5-year Outlook

Line Item	Reserve Component Inventory	RUL = 0 FY2024	1 2025	2 2026	3 2027	4 2028	5 2029
<u>Property Site Elements</u>							
4.040	Asphalt Pavement, Mill and Overlay, Ave Maria Blvd				1,843,171		
4.041	Asphalt Pavement, Mill and Overlay, Pope John Paul II, Park of Commerce, & Town Core					1,276,109	
4.080	Asphalt Pavement, Walking Paths, Total Replacement, Main Roads, Phased				175,760	181,911	
4.090	Bridge & Box Culvert Crossings, Inspections, Paint Applications & Capital Repairs (Includes Columns)					86,064	
4.100	Catch Basins, Inspections and Capital Repairs, Main Roads, Phased				191,252	197,946	
4.110	Concrete Curbs and Gutters, Partial				124,731	129,096	
4.140	Concrete Sidewalks, Partial				114,154	118,149	
4.400	Irrigation System, Landscaping, Replacements, Electrical Wiring & Clocks, Phased (2026 is Budgeted)			350,001	362,251	374,930	388,053
4.800	Signage, Renovation, CKR, Entrance Feature					1,721,285	
4.810	Signage, Replacement, Street and Traffic, Phased				210,656	218,029	
Anticipated Expenditures, By Year (\$40,159,055 over 30 years)		0	0	350,001	3,021,975	4,303,519	388,053

Reserve Study Update – Funding Options



Bonds



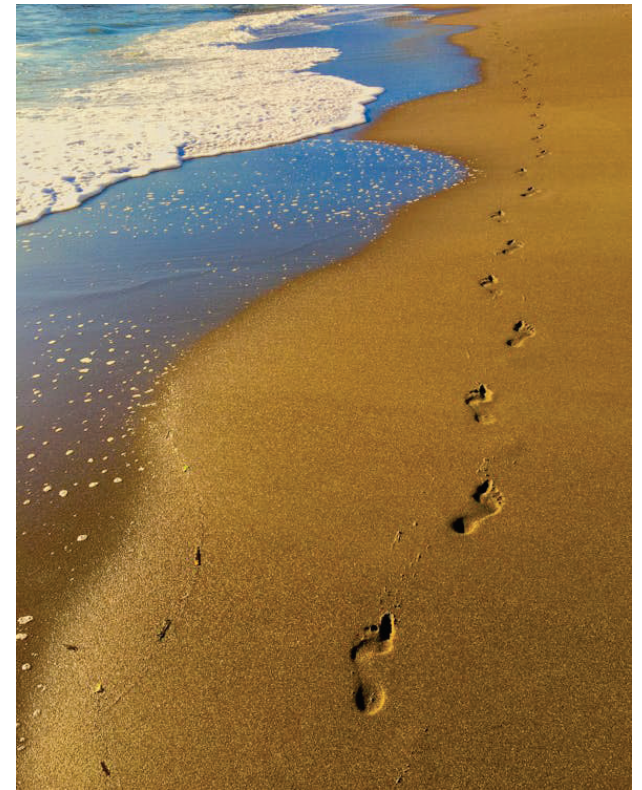
O&M Assessment



Special Assessment

Reserve Study Update – Next Steps

- Proposed reserve funding:
April 1, 2025 Board Meeting
- Incorporate reserve funding into 25-26 Budget



Reserve Study Update



Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon) 6/7/2022	2nd quarter 2023	Anthem Parkway Roadway: Q2 2025 IPS #4: Q1 2026	100% Design 70% Construction	\$10,264,854	*\$8,465,950	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Ave Maria Blvd extension is complete. Anthem Parkway: Drainage and utility construction is complete, pending testing/certification. Mainline conduit construction is ongoing. Curbing has been completed for entire roadway, and first lift of asphalt is complete on approximately half of the roadway. Final completion of 5A roadway expected by May 2025.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	1st quarter 2025	1st Quarter 2026	100% Design	\$8,394,852	*\$278,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Design and permitting through Collier County, AMUC, and South Florida Water Management District is ongoing. Anticipated award of construction contracts May 6, 2025.
Arthex Commerce Park Phase 2 5/7/2024	2/1/2024	5/15/2025	100% Design 65% Construction	\$2,402,283	\$2,426,195	Developer Contribution Agreement, partial 2023 bonds, and future 2025 bonds	David Hurst	AMD and District	Lake excavation is complete and road is paved. Filling of berm is ongoing. Landscape will commence after berm is complete.
Asset Management 11/1/2022	10/1/2023	Ongoing	60%	\$115,000	\$115,000	FY24/25 O&M Budget	ETM	Allyson Holland (District)	Field staff utilizing Cartegraph daily to track asset management. Bob Lee Electric and Davey Tree completed onboarding w/ ETM.
Reserve Study 8/6/2024	11/1/2023	6/1/2025	95%	\$11,000	\$11,000	FY23/24 O&M Budget	Reserve Advisors	Allyson Holland (District)	Reserve funding to be discussed at 4/1/25 Board Meeting.
Athrex Commerce Park Phase 3 12/26/2024	4/1/2025	12/1/2026	0%	TBD	N/A. Mass grading/excavation contract will be negotiated shortly	2025 Bonds	David Hurst	Allyson Holland (District)	The first phase of earthwork (i.e. lake excavation and mass grading) is permitted and is out. The roadway and utility design is not complete and has not been submitted for permit review yet.
Town Core Landscape Improvements 12/26/2024	4/15/2025	9/1/2025	100% design	N/A	\$90,468.55	FY 24/25 O&M Budget	Steve Sammons	Allyson Holland (District)	Pelican Lawn & Landscape provided lowest quote for landscape enhancements in Town Core, on Ave Maria Blvd adjacent to Hampton Village, and at Oil Well Rd entrance.
District Streetlight Analysis 1/23/2025	1/23/2025	9/30/2025	20%	TBD	TBD	FY 24/25 O&M Budget	TBD	Allyson Holland (District)	District staff met with Bob Lee Electric and Bentley Electric to discuss a solution to the light pole outages. Bob Lee provided a quote to replace conduit and wiring for section of Ave Maria Blvd. District staff asked contractors to put together a contract/proposal for District's review. Staff increased light inspection (at night) to twice per month.
Purchasing Policy 1/23/2025	1/30/2025	9/30/2025	10%	TBD	TBD	N/A	N/A	Allyson Holland	District manager is working with Legal Counsel to put together a more robust purchasing policy.
District Website Update 1/23/2025	1/23/2025	9/30/2025	20%	TBD	TBD	N/A	GSMA	Allyson Holland (District)	District Manager met with GSMA on 1/23/25 to discuss proposed recommended updates to the website. GSMA emailed updates to District Manager and Legal Counsel for review and discussion.



Ave Maria
Stewardship Community District

Goals, Objectives, and Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNICATION AND COMMUNITY ENGAGEMENT

Goal 1.1	Access to Records and Documents
Objective	Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly website checks.
Measurement	Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.
Standard	100% of monthly website checks were completed by District Management
Achieved	YES / NO
10/1/24 Comments	Website is up to date.
11/12/24 Comments	September meeting minutes included in November meeting book. Website is up to date.
1/28/25 Comments	Website is up to date. Improvements to website are underway.
2/24/25 Comments	Website is up to date. Improvements are being reviewed and underway.
3/24/25 Comments	Website is up to date. Improvements are being reviewed and underway.

Goal 1.2	Improve Communication
Objective	Develop strategic messaging and communication materials to support the mission of the District. Inform and educate community members and key stakeholders about the role and responsibilities of the District. Explore options regarding how to best achieve including but not limited to working with a professional marketing & public relations firm.
Measurement	Provide District Overview Power Point Presentation at one or more Board meetings. Provide a minimum of two (2) communication outlets to effectively share information and initiatives.
Standard	Maintain communication outlets.
Achieved	YES / NO

10/1/24 Comments	Contract with public relations firm will be brought to Board for approval in November.
11/12/24 Comments	AMD contract with GSMA is on November meeting agenda.
1/28/25 Comments	District Joinder to existing agreement between AMD & GSMA is on 2/4/25 agenda. GSMA conducted an audit of District website. District Manager and Legal Counsel are reviewing suggested improvements to the District's website.
2/24/25 Comments	No update since last month.
3/24/25 Comments	GSMA assisting District as necessary.

2. OPERATION & MAINTENANCE OF INFRASTRUCTURE AND ASSETS

Goal 2.1	Operate & Maintain District Infrastructure and Assets
Objective	Insure, Operate, and Maintain District-owned Infrastructure and Assets.
Measurement	Ensure annual renewal of District Insurance Policy(s), ensure contracted services for District operations are in effect, and verify compliance with all required permits.
Standard	District insurance renewed and in force, contracted services in effect, and permits in compliance.
Achieved	YES / NO
10/1/24 Comments	District Insurance Policy was renewed last week of September.
11/12/24 Comments	District assets are insured. Staff working on striping, paving, and drainage maintenance improvements for current FY.
1/28/25 Comments	Roadway and drainage improvements complete in multiple locations. Power washing efforts are underway. Striping and tree trimming contracts will be presented at 2/4/25 Board meeting. District staff working on labeling light poles.
2/24/25 Comments	Oil Well Road light poles are being added to insurance policy. Striping and tree trimming have commenced. Landscaping enhancements will be presented to Board in April 2025.
3/24/25 Comments	OWR lights added to insurance policy. Striping complete and tree trimming ongoing. Landscaping enhancements presented April 1, 2025.

Goal 2.2	Asset Management Software Integration
Objective	Complete asset management software integration. Onboard select contractors to utilize asset management software for "live" update of District assets.
Measurement	Complete asset management integration. Complete onboarding process for at least one select contractor.

Standard	Utilize asset management software to assist with operating budgets.
Achieved	YES / NO
10/1/24 Comments	ETM will be presenting asset management software at November meeting. Staff continues to utilize Cartegraph daily.
11/12/24 Comments	ETM presenting at November meeting. Onsite staff training with ETM 11/12 – 11/14 with ETM.
1/28/25 Comments	FY24/25 Contract is in place w/ ETM. Onboarding complete with Bob Lee Electric. District staff working with ETM to expand District's database.
2/24/25 Comments	Staff continues to work with ETM to expand the District's database. Staff will work with Davey to onboard new onsite branch manager for landscape and irrigation assets.
3/24/25 Comments	ETM assisting with numbering lightpoles. Continuing to work with Bob Lee Electric to document lightpole issues. Staff added bubble up structures to Cartegraph for monthly inspection. Cleaning up District drainage infrastructure.

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1	Annual budget preparation
Objective	Prepare a budget planning calendar that includes dates for additional agreed upon tasks (e.g. one-on-one meetings, Workshops, etc.). Prepare and approve the proposed annual budget before July 15 and adopt final budget by September 15.
Measurement	Present budget planning calendar to the Board by January meeting date. Proposed budget approved by the Board before July 15 and final budget adopted by September 15 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.
Standard	100% of budget approval and adoption completed by the statutory and Collier County deadlines and posted to the District website.
Achieved	YES / NO
10/1/24 Comments	Manager has begun budget planning calendar.
11/12/24 Comments	District manager scheduled meeting with developer to discuss remaining district infrastructure and future projects on 11/12/24.
1/28/25 Comments	Budget calendar was approved by Board on 1/7/25. District manager is on track to meet budget calendar planning items.
2/24/25 Comments	Budget planning ongoing.
3/24/25 Comments	Budget and CIP planning ongoing.

Goal 3.2	Reserve Study
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Objective	Finalize and approve the final Reserve Study by February 2025. Incorporate plan for funding reserves based upon reserve study.
Measurement	Present final reserve study to Board for approval by February 2025. Incorporate plan for funding reserves for Fiscal Year 2025/2026.
Standard	Reserve study finalized and updated as needed.
Achieved	YES / NO
10/1/24 Comments	Manager will meet with Reserve Advisors this month to discuss changes to finalize the reserve study.
11/12/24 Comments	District manager met with Reserve Advisors to discuss changes to reserve study on 10/22/24 (delayed due to hurricanes). Reserve Advisors will update reserve study and report back to manager prior to finalizing study. Funding the reserves will be brought to the Board for discussion.
1/28/25 Comments	Reserve Advisors sent revised Reserve Study to District Manager on 1/2/25 and District Manager distributed revised Reserve Study to Board of Supervisors. The Board unanimously agreed to discuss the revised Reserve Study, including funding the study, at the March 4, 2025 meeting. Staff is working to prepare presentation of Reserve Study and funding options for March meeting.
2/24/25 Comments	First presentation of revised Reserve Study will be discussed with Board on 3/4/25.
3/24/25 Comments	Reserve funding, including buildout infrastructure, will be discussed with Board on 4/1/25.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 17, 2025
Board Meeting Date: April 1, 2025

SUBJECT

Consider approval of a Letter Agreement requesting a Land Swap between Ave Maria Stewardship Community District and Ave Maria Development, LLLP.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Letter Agreement requesting a Land Swap between Ave Maria Stewardship Community District and Ave Maria Development, LLLP.

GENERAL INFORMATION

Staff presented the proposed Land Swap between the Ave Maria Stewardship Community District (District) and Ave Maria Development, LLLP (AMD) at the March 4, 2025 Board Meeting. The Board unanimously agreed to table the proposed Land Swap and bring it back for consideration at the April 1, 2025 meeting where a representative from AMD would be present to answer questions.

AMD requested a Land Swap between the District and AMD, as described in the Letter Agreement included herein and as depicted on the attached Exhibit A. Due to changes in development plan, AMD requests to exchange the property shown in red (0.4 acres) on Exhibit A currently owned by the District for the property shown in blue (18.6 acres) on Exhibit A currently owned by AMD (the "Land Swap"). The 0.4-acre property shown in red is a small portion of the real property that was originally conveyed to the District with property containing Entrance Improvements. However, such District property does not currently have any existing District improvements located on the area of the property. That property was acquired by the District from AMD pursuant to the Project Improvement Acquisition Agreement between the District and AMD and the Real Property Contribution Agreement, as amended. The small 0.015-acre property shown in blue is included in this Land Swap as that is area owned by AMD but currently utilized by the District for access to the Oil Well Road berm. The proposed land swap area from the District to AMD was field surveyed and District staff has confirmed the District's access to the Entrance Improvements for maintenance or any other improvements owned by the District (Oil Well Road berm, etc.) will not be impacted. The 18.6-acre property shown in blue is proposed to be conveyed to the District as part of the development of the Arthrex Commerce Park. AMD provided additional exhibits to accompany the Board's review of this item.

- Arthrex Commerce Park Drive Phase 2: This was included as part of the Engineering Report for the 2023 Master Bond Issuance. The berm included in the proposed land swap was reflected as a District facility under the bond issuance.
- AMSCD Ownership – Lakes and Roads: This map was also included in the Engineering Report for the 2023 Bonds which show the future lakes and roadways which will be dedicated to AMSCD within Arthrex Commerce Park.
- AMSCD Ownership – Roads: This map was originally included as part of the Engineering Report for the 2021 BANS (Bond Anticipation Notes). Although the Engineering Report shows the berm as a roadway, it was identified in this report as a District facility. Although this was not included in the 2023 Bond Report, this improvement will be included as part of the project funded by the 2025 Bond issuance.

Additionally, it should be noted that the conveyed lands for Entrance Improvements were contributed pursuant to the Contribution Agreement, no District funds were paid for the value of the land acquisition and contribution credit records will be updated accordingly pursuant to the Contribution Agreement upon completion of the Land Swap.

AMD is requesting that the District approve the Land Swap in accordance with the terms of the Acquisition Agreement and Contribution Agreement, one of which is that AMD shall pay all conveyance costs associated with effecting the Land Swap.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved the Letter Agreement and Exhibit A.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the Letter Agreement for legal form and sufficiency.

FUNDING REVIEW

Not applicable.

Attachments

January 28, 2025

Allyson Holland
Ave Maria Stewardship Community District
c/o Special District Services, Inc., District Manager
2501 Burns Road
Palm Beach Gardens, Florida 33410

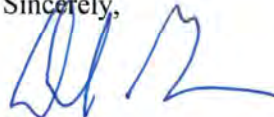
Re: Ave Maria Stewardship Community District and Ave Maria Development, LLLP, Land Swap

Dear Ms. Holland:

We are writing with regard to request a land swap between Ave Maria Stewardship Community District (“District”) and Ave Maria Development, LLLP, (“AMD”) regarding certain property within the community adjacent to the Ave Maria community (the “Community”) entrance improvements owned by the District (the “Entrance Improvements”). The Entrance Improvements were acquired by the District from AMD pursuant to the Project Improvement Acquisition Agreement between the District and AMD (the “Acquisition Agreement”) and the Real Property Contribution Agreement, as amended, (the “Contribution Agreement”). Certain property as depicted on **Exhibit A**, attached hereto and made a part hereof, was originally conveyed to the District with the real property associated with the Entrance Improvements. Due to changes in development plan, AMD requests to exchange the real property shown in red on Exhibit A currently owned by the District for the real property shown in blue on Exhibit A currently owned by AMD (the “Land Swap”). Such Land Swap will not impact the District’s ownership or maintenance access to the Entrance Improvements or any other improvements owned by the District. Furthermore, it should be recognized that the conveyed lands were contributed pursuant to the Contribution Agreement, no District funds were paid for the land acquisition and contribution credit records will be updated accordingly pursuant to the Contribution Agreement upon completion of the Land Swap.

The purpose of this letter is to request that the District approve the Land Swap in accordance with the terms of the Acquisition Agreement and Contribution Agreement, one of which is that AMD shall pay all conveyance costs associated with effecting the Land Swap. Please place this request on an upcoming meeting of the District Board of Supervisors (the “Board”). If the Board is in agreement with the foregoing, please have the Board Chairman sign this letter agreement below and return the original to my office. Thank you for your consideration and cooperation in this matter. Should you have any questions or concerns regarding the foregoing, please let me know.

Sincerely,



David Genson

Agreed to by:

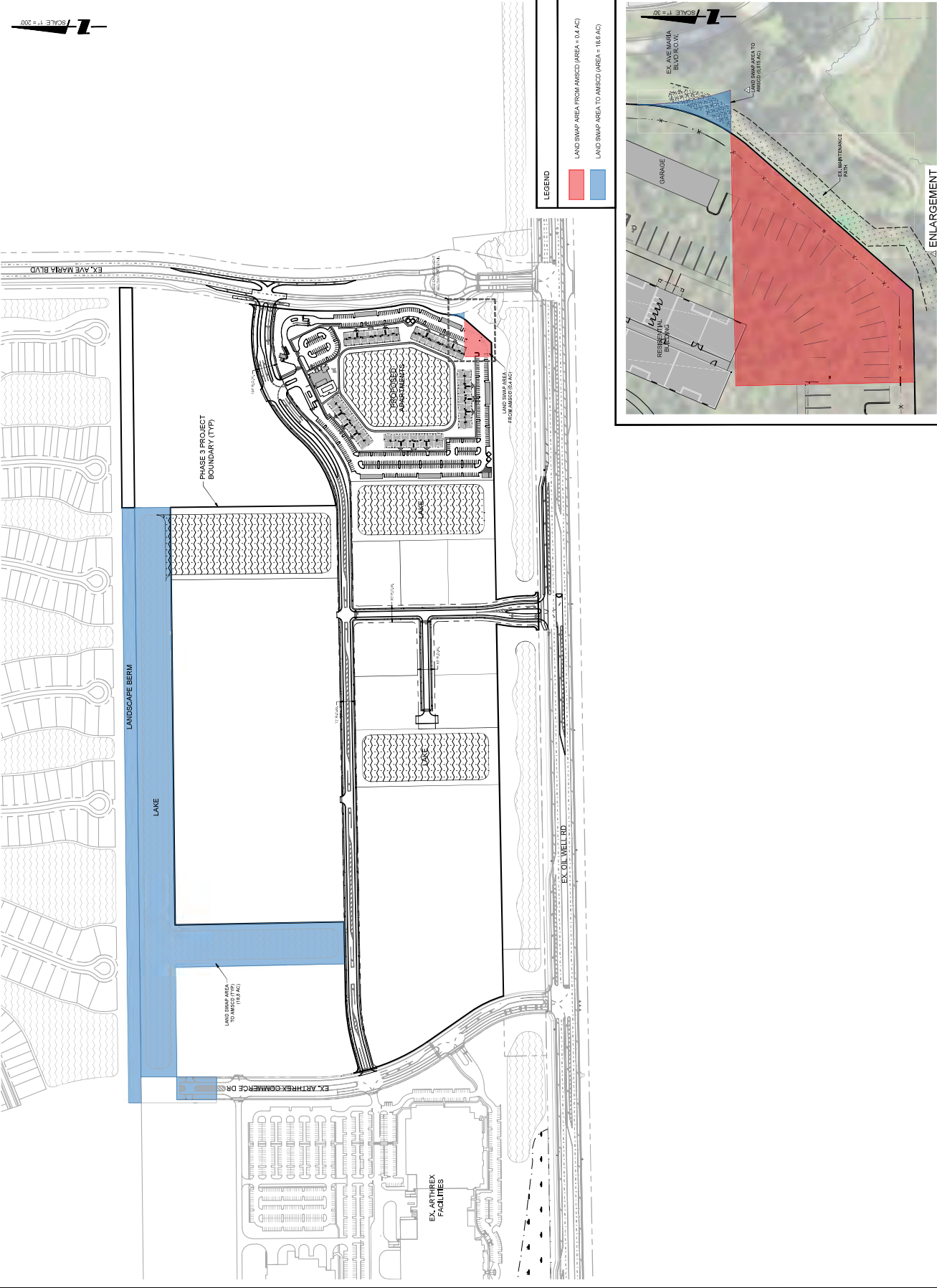
Ave Maria Stewardship Community District

By: Jay Roth
Its: Chairman

Exhibit A

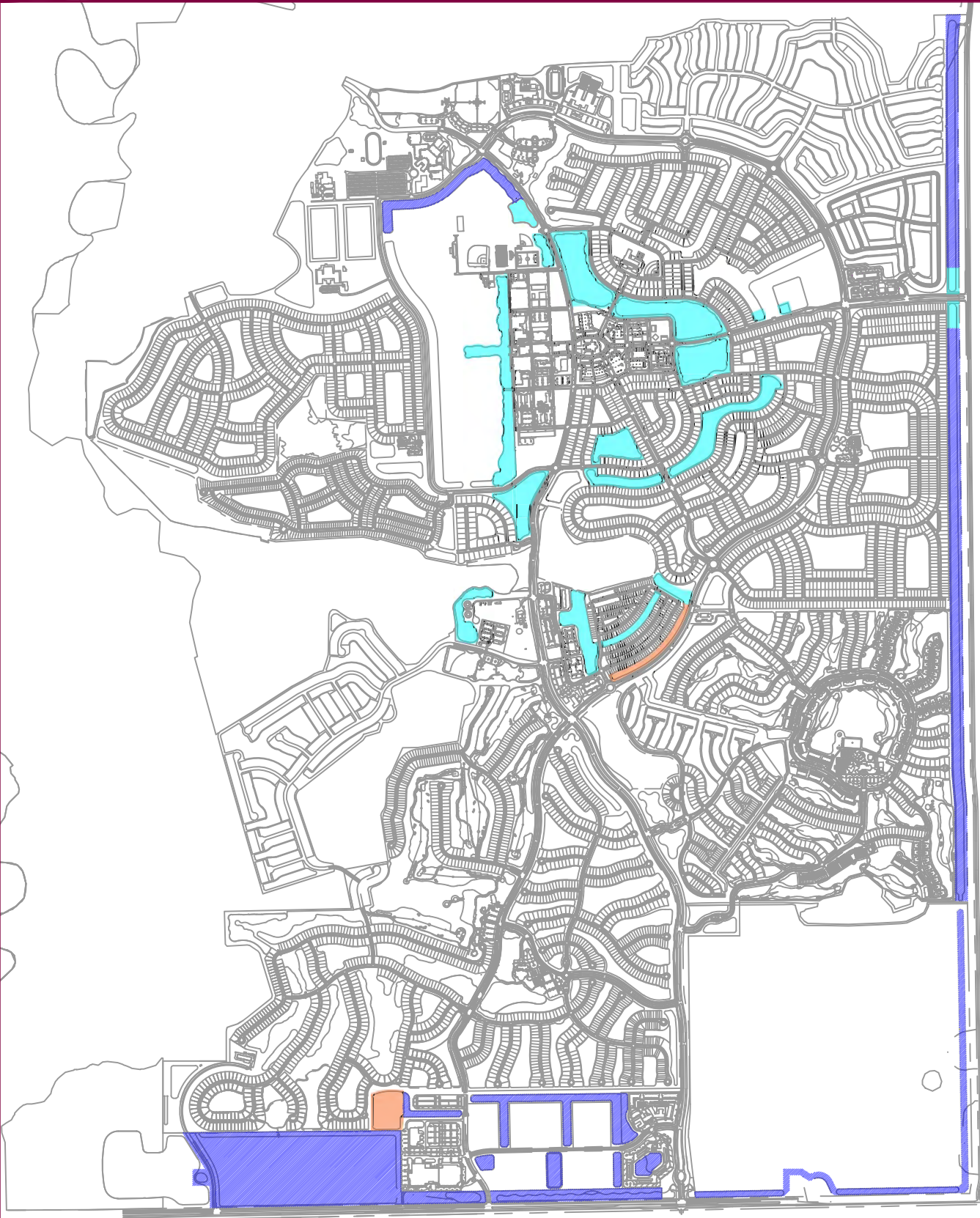
NO.	DESCRIPTION	DATE
1	PRELIMINARY DESIGN	08/15/2023
2	FINAL DESIGN	08/15/2023
3	CONSTRUCTION PERMITS	08/15/2023
4	CONSTRUCTION	08/15/2023
5	COMPLETION	08/15/2023

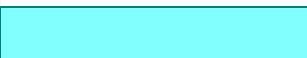

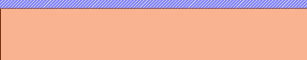
NO.	DESCRIPTION	DATE
1	PRELIMINARY DESIGN	08/15/2023
2	FINAL DESIGN	08/15/2023
3	CONSTRUCTION PERMITS	08/15/2023
4	CONSTRUCTION	08/15/2023
5	COMPLETION	08/15/2023



LEGEND

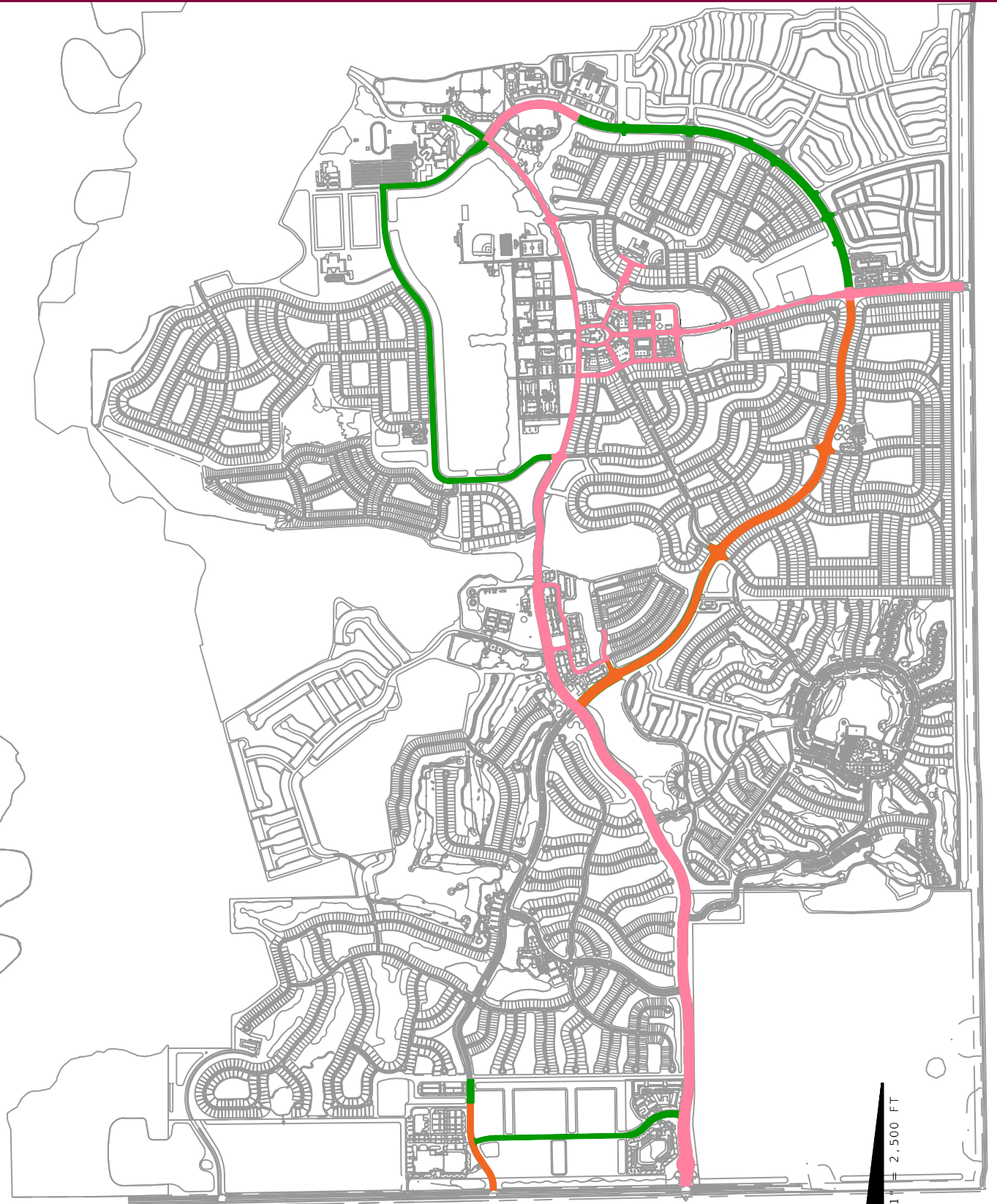
- LAND SWAP AREA FROM AMSCD (AREA = 0.4 AC)
- LAND SWAP AREA TO AMSCD (AREA = 18.6 AC)






LEGEND	
DESCRIPTION	IDENTIFICATION
EXISTING AMSCD LAKES	
AMSCD LAKES TO BE CONTRIBUTED	
2016 BANs LAKES	

SHEET 1 OF 4

AVE MARIA OWNERSHIP EXHIBIT D - LAKES



LEGEND




DESCRIPTION	IDENTIFICATION
EXISTING ROADWAY	
FUTURE ROADWAY	
BANS ROADWAY	



SHEET 2 OF 4

AVE MARIA OWNERSHIP EXHIBIT D - ROADWAYS

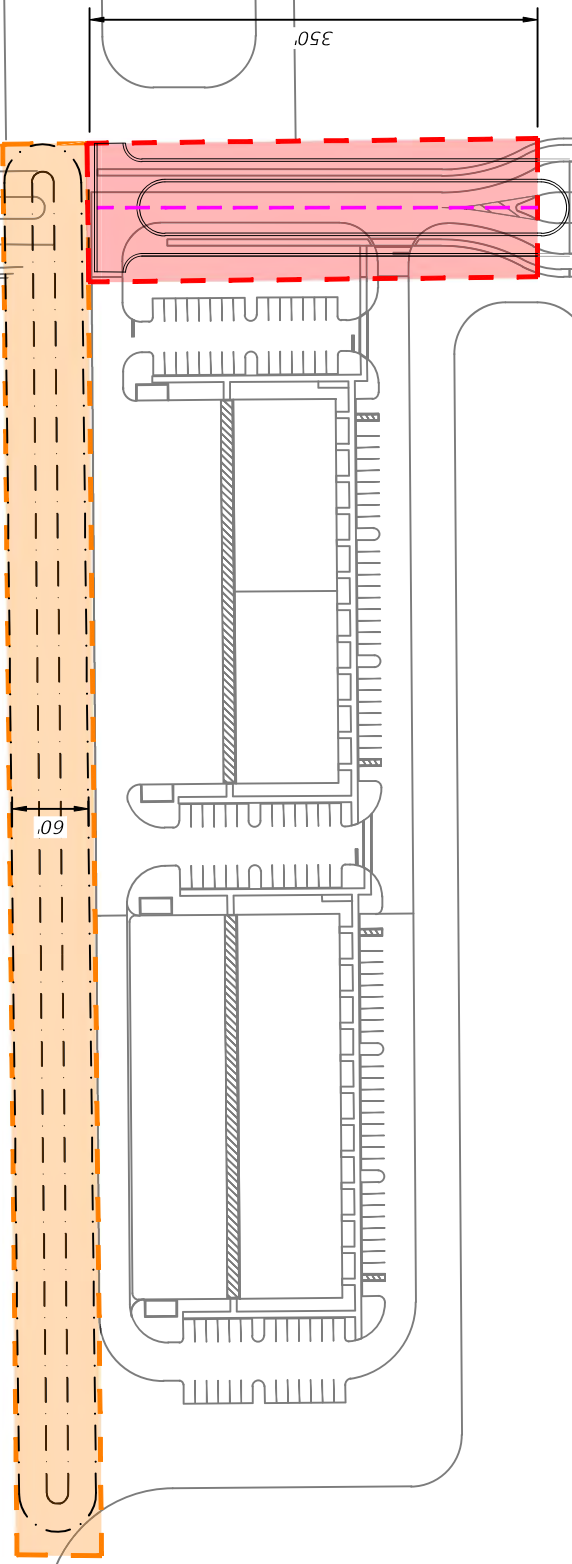


LEGEND	
DESCRIPTION	IDENTIFICATION
EXISTING ROADWAY	
FUTURE ROADWAY	
BANs ROADWAY	

SHEET 2 OF 4

AVE MARIA OWNERSHIP EXHIBIT D - ROADWAYS

ARTHREX COMMERCE PARK DR EXTENSION			
DESCRIPTION	IDENTIFICATION	Ac. ±	LF
ROADWAY BOUNDARY	---		
BERM BOUNDARY	---		
ROADWAY TRACT	---	.87	
BERM TRACT	---	1.67	
IRRIGATION	---		350



Arthrex Commerce Park Dr



1" = 150'
 Arthrex Commerce Drive Extension, July 21, 2011
EXHIBIT A
PROJECT 4 OF 9

**ARTHREX COMMERCE PARK DR
 EXTENSION & BERM**

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 21, 2025
Board Meeting Date: April 1, 2025

SUBJECT

Avalon Park monument sign update.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive an update on the Avalon Park monument sign and discuss if necessary.

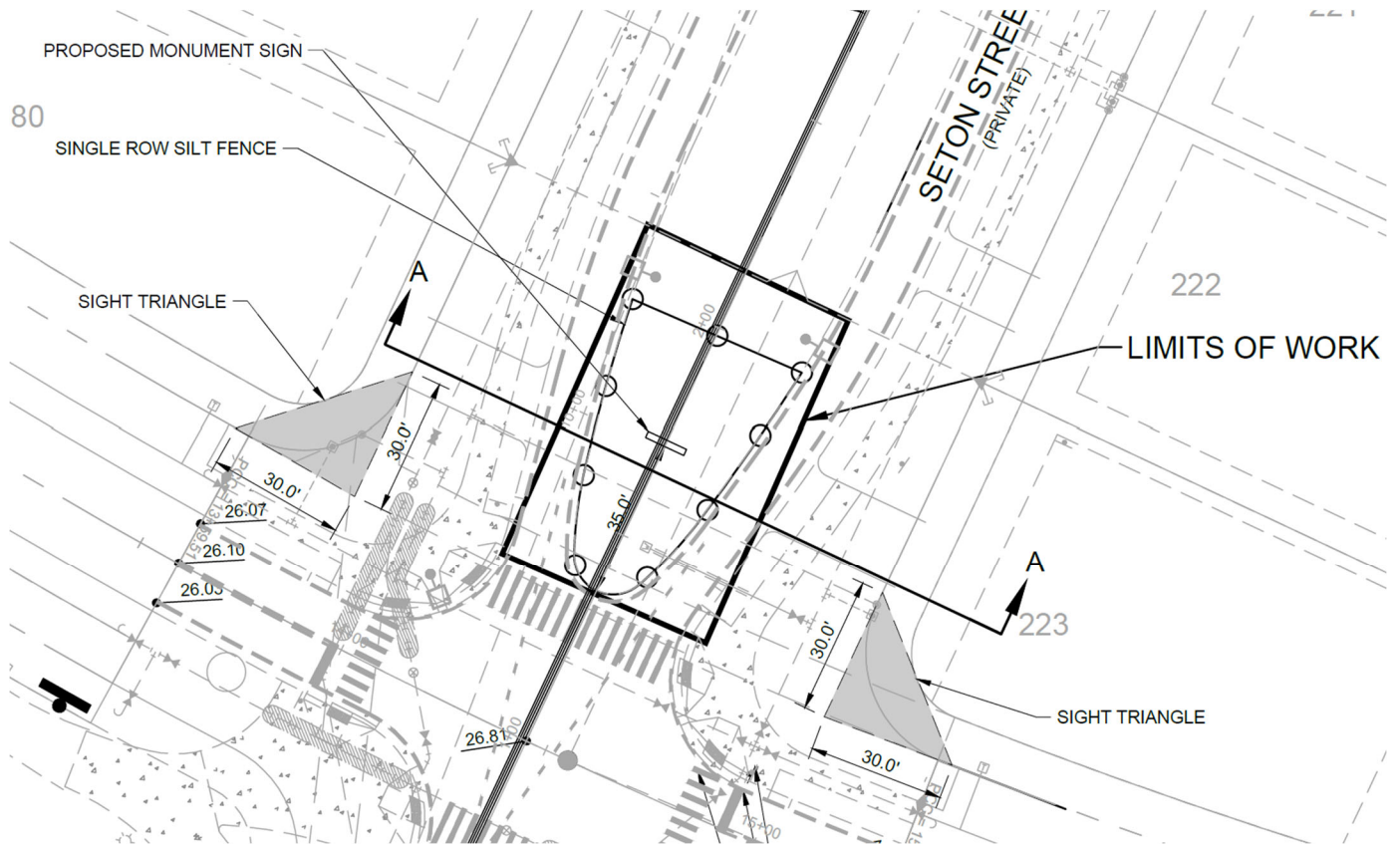
GENERAL INFORMATION

At the March 4, 2025 regular Board meeting, staff informed the Board of Supervisors that Pulte Group (Pulte) is interested in installing a monument sign for the Avalon Park community within the District right-of-way on Seton Street.

District staff met Pulte onsite to determine the best location, size and orientation for the monument sign. Although the Avalon Park community has several ingress/egress locations, Pulte desires to move forward with the Seton Street location, inside the median, northeast of Battle Creek Way. Pulte has agreed to decrease the size of the proposed monument sign from 9’W x 5’H to 5’W x 3.5’H. The proposed sign will be orientated so the width of the sign is facing Battle Creek Way, located 35 feet inside the bullnose curb of the median.

Staff informed Pulte of the line-of-sight concerns at the Seton St/Battle Creek Way intersection, specifically the view from southeast side of Battle Creek Way looking at the intersection. The hedges in the raised median make it challenging to see oncoming traffic from Seton Street. Pulte agreed to work with District staff to remove the hedges from the median to increase visibility at this intersection.

District Legal Counsel will update the existing Construction and Maintenance Access Easement Agreement from 2016 that authorizes Pulte to construct a monument sign within the District’s right-of-way on Seton Street. It should be noted that the monument signage in the aforementioned Easement agreement was much larger in size than the proposed monument size. Pulte will update the site development plans and permits for the proposed sign. Staff intends to bring the finalized documents before the Board at the May 6, 2025 meeting. A snapshot of the proposed sign location is shown on the following page.



PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Not applicable.

To: Board of Supervisors
Via: Allyson Holland, P.E., District Manager
From: Ted Tryka, P.E., District Engineer
Date: March 26, 2025

Board Meeting Date: April 1, 2025

SUBJECT

Consider authorizing District staff to proceed with updates to the Series 2021 Bonds Supplement to the Sub-Master Supplemental Engineer’s Report for the National at Ave Maria contained within the Ave Maria Stewardship Community District dated January 25, 2021 (the “Engineer’s Report”) and the Fifth Sub-Master Supplemental Assessment Methodology Report for the Series 2021 Bonds at the National at Ave maria Within the Ave Maria Stewardship Community District, March 3, 2021, (the “Assessment Methodology Report”) incorporating the preliminary findings from District Engineer amending the 2021 Project outlined in the attached memorandum (the “Memorandum”) in response to review of the request from Lennar Homes, LLC for the reallocation of Series 2021 Bond Proceeds with respect to the development within The National Golf & Country Club at Ave Maria.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss authorize District staff to prepare amendments to the Engineer’s Report and Assessment Methodology Report amending the 2021 Project as described in the Memorandum.

GENERAL INFORMATION

District previously authorized District staff to undertake preliminary review of the request from Lennar Homes, LLC (“Lennar”) to reallocate the 2021 Project. The Ave Maria Stewardship Community District (the “District”) (Collier County, Florida) issued \$11,340,000 Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) in March 2021 (the “Series 2021 Bonds”) to fund public improvement components of the project originally which included stormwater and roadway improvements as such estimated costs were certified by the District Engineer (the “2021 Project”). The Series 2021 Bonds are secured solely by special assessments levied on the units within The National community. The National community units also have special assessments which secure master improvements located outside of The National community. In connection with the Series 2021 Bond issuance, there is an acquisition agreement (the “Acquisition Agreement”) in place between the District and Lennar that allows for Lennar to be reimbursed by the District (via Series 2021 Bond funds) for public infrastructure

comprising the 2021 Project, including irrigation, stormwater/drainage, lakes, and roadways. There was an initial assessment done by the District Engineer as part of the Engineer's Report that estimated what the cost of those improvements would be at the end of project, based on preliminary design information and current (2021) construction costs, thus setting the scope of the infrastructure that could be acquired by the District in exchange for reimbursement by Lennar. Pursuant to the terms of the Acquisition Agreement, after the project certification phase is complete, Lennar requests reimbursement by submitting a requisition to the District for the portions of the completed public infrastructure contained within the 2021 Project. The initial bond requisition included the lakes, stormwater/drainage, irrigation, and roadway improvements that had been constructed with Phase 1 of The National Golf & Country Club at Ave Maria. The second bond requisition was similar in scope, but lower in value than the first bond requisition. There have been no further bond requisitions to-date. It should be noted that due to the increase in material/labor costs between the time the Engineer's Report was completed and the final development phases of The National were contracted/constructed, the bond funds that were available for Lennar to draw from are insufficient to cover the costs of the lake, stormwater infrastructure, irrigation, and roadway improvements for the entirety of the project, as was originally intended.

Lennar is requesting that the original scope of the project be revised and that the District reallocate bond proceeds accordingly due to higher construction costs than contemplated in the original engineering and methodology reports. Specifically, Lennar is requesting that the cost of the internal roads be removed from the infrastructure improvements to be funded with bond proceeds in order for such proceeds to fund other improvements such as stormwater/drainage and irrigation.

Earlier this year, Lennar analyzed the scope, costs, and prior acquisitions pertaining to the infrastructure improvements within The National development. Upon recommendation of District Counsel, Lennar submitted a formal request for the project modification for Board consideration. The District Engineer reviewed the submitted information and agreed that the internal roads can be removed from the scope of the 2021 Project while still exhausting all the bonds proceeds on the other infrastructure improvements comprising the 2021 Project within the National at Ave Maria. Should the Board approve moving forward, this would authorize District staff to prepare amendment to reports to be brought for additional Board review and consideration of setting and noticing a public hearing regarding the amendments to the reports. As previously noted if the Board approves staff to proceed and the process to reallocate bonds is formally completed, this will facilitate Lennar to convert their main entrance gate from a soft gate which must permit public access to a hard gate which may restrict entrance to residents and guests only at the National Golf & Country Club.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

The District Engineer has prepared the attached memorandum summarizing review to-date.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the procedural process outlined above.

FUNDING REVIEW

Lennar has entered into a funding agreement with the District to fund costs associated with this reallocation review process.

Attachments



**EMPLOYEE-OWNED.
CLIENT FOCUSED.**

Engineering Firm Number: **31200**
Surveying Firm license: **LB8569**

Collier County:
7400 Trail Boulevard, Suite 200
Naples, FL 34108
P: 239.597.3111
F: 239.566.2203

MEMORANDUM

Date: April 1, 2025
Project: Ave Maria Stewardship Community District
Series 2021 Bonds – Ave Maria National Project
Subject: Bond Reallocation
From: Edward F. Tryka III, P.E., District Engineer
To: Allyson Holland, P.E., District Manager
Alyssa Willson, - District Council

The Ave Maria Stewardship Community District (the “District”) issued its Series 2021 Bonds to fund certain infrastructure improvements benefiting the National at Ave Maria neighborhood (the “2021 Project”) as outlined in the Series 2021 Bonds Supplement to the Sub-Master Supplemental Engineer’s Report for the National at Ave Maria contained within the Ave Maria Stewardship Community District dated January 25, 2021 (the “Engineer’s Report”), which included public infrastructure and related developer fees, professional service fees, and permitting fees. The main components of the 2021 Project were earthwork improvements, drainage/stormwater management improvements, landscaping improvements, master irrigation system improvements, and internal roadway improvements. The Engineer’s Report estimated the total 2021 Project costs to be \$11,437,638.37.

Due to rising material and labor costs between when the Engineer’s Report was initially issued and the actual construction of the 2021 Project, the Series 2021 Bonds funds are insufficient for the District to acquire from and reimburse the builder, Lennar Homes, LLC, (“Lennar Homes”), for all the improvements contemplated in the 2021 Project. Lennar Homes has requested that the original scope of the 2021 Project be amended to remove the internal roads in order to fund the remainder of the infrastructure.

Removing the internal roads from bond funding has benefits to both Lennar Homes and the District. This action would allow the gate at the entrance to the National at Ave Maria neighborhood to operate as a “hard gate” where only residents would have direct access to the community and all other guests, visitors, and vendors would be required to check-in at the guard house before entry into the National at Ave Maria neighborhood. This would replace the current “soft-gate” access where all users are permitted through the gate with limited interaction at the guard house. Unfortunately, the definition of “limited interaction” at the guard house has been a source of dispute between the gate guards employed by the National at Ave Maria neighborhood association and the public. District staff and the District Board of Supervisors have spent significant time and resources trying to manage the situation. By removing the internal roads from the scope of the 2021 Project, the District would no longer need to be involved in managing gate access involving parties beyond their immediate control.

The Engineer of Record for the National at Ave Maria, Peninsula Engineering has provided an item-by-item breakdown of the actual costs paid to the contractor in the previous reimbursement requisitions and for the remaining improvements within the 2021 Project. These calculations indicate that even with the internal roadways removed from the scope of the 2021 Project and the costs of such roadways reallocated to the remaining 2021 Project components, the cost of the remaining 2021 Project improvements are still in excess of the available bond proceeds such that all the bond proceeds will be utilized. I have reviewed all the materials provided by Peninsula Engineering as well as performed my own independent calculations and agree that the internal roads can be removed from the scope of the 2021 Project while still exhausting all the bond proceeds on the other infrastructure improvements comprising the 2021 Project within the National at Ave Maria.

From an engineering and construction costs perspective, removing the internal roads from the scope is feasible. From an operational perspective, it is a net benefit for the District not to be involved in the managed gate business in a private community. Therefore, it would be my recommendation for the District to proceed with this action. In addition, an access easement and/or agreement over the roads is necessary to maintain the other infrastructure contained within the project.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 17, 2025

Board Meeting Date: April 1, 2025

SUBJECT

Consider Approval of Lease Agreement between Ave Maria Stewardship Community District and Ave Maria Development, LLLP for District Office Space.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Lease Agreement between Ave Maria Stewardship Community District and Ave Maria Development, LLLP for District Office Space.

GENERAL INFORMATION

At the March 4, 2025 Ave Maria Stewardship Community District (District) Board Meeting, the Board unanimously agreed to authorize staff to continue working with Ave Maria Development, LLLP (AMD) and bring back a Lease Agreement for District office space. District staff has determined that the best use of office space is to lease two executive suites in Town Core Building #3 (5072 Annunciation Circle, Suites 218 & 219) on the 2nd floor in a wing that is built out with a common waiting area, kitchen, and two conference rooms. The two executive suites will be available for rent beginning May 2025. The two offices will be occupied by Allyson Holland, District Manager, and Donny Diaz, Operations Manager. The three (3) operations staff members will be able to use the office and common space as needed.

The Lease Agreement between AMD and the District, attached hereto, includes a commencement date on approximately May 1, 2025 and ends on September 30 2026. AMD has agreed to abate the rent from the commencement date through September 30, 2025. The District will adequately budget for administration office space rent in the Fiscal Year (FY) 2025-2026 budget. The District will be required to furnish the offices, including desks, chairs, printers, internet, and cable. The rent for the District will be \$22,200.00 FY 2025-2026, to be paid in twelve (12) monthly installments of \$1,850.00.

Staff plans to discuss future plans for a District building with the Board separately.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the terms of the lease agreement for legal form and sufficiency.

FUNDING REVIEW

The adopted FY 2024-2025 Operations & Maintenance Budget includes \$1,000 for office space/rent which will be used to purchase office furniture, etc. District staff will budget \$22,200 for office space rent in the FY 2025-2026 Operations & Maintenance Budget.

Attachments

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of the ____ day of _____, 2025 by and between Ave Maria Development, LLLP, a Florida limited liability limited partnership (the "Landlord"), and Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (the "Tenant").

1. **Premises.** In consideration of the obligation of Tenant to pay rent and of the other terms contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises containing approximately **251** square feet and located in Suites 218-219 at 5072 Annunciation Circle, Ave Maria, Florida 34142 ("Premises"). The location of the Premises is graphically depicted on the floor plan of the Premises attached hereto as Exhibit "A" ("Floor Plan").

2. **Term; Renewal Term.**

a. The term of this Lease shall commence on the date that Landlord delivers possession of the Premises to Tenant, which is estimated to be on or about May 1, 2025 (the "Commencement Date") and end at 11:59 PM (EST) **on September 30, 2026** ("Lease Term"). The parties agree to execute a supplement to this Lease to memorialize the actual Commencement Date.

b. Provided that on the date Tenant timely exercises the Renewal Option (as defined below) Tenant is not in default, Tenant shall, at its option, have the right to renew this Lease ("Renewal Option") for one (1) additional term of one (1) year ("Renewal Term"), subject, however, to the following terms and conditions: all terms and conditions of this Lease are to remain the same and in full force and effect, except that the Rent for the Renewal Term shall be adjusted to **Twenty-Three Thousand Four Hundred Dollars (\$23,400.00)**, payable in advance in twelve monthly installments of **One Thousand Nine Hundred Fifty Dollars (\$1,950.00)** per month. Tenant must notify Landlord in writing by certified or registered mail or hand delivery, at least ninety (90) days prior to the expiration of the Lease Term, that it intends to renew this Lease for the Renewal Term. If Tenant fails to timely so notify Landlord, Tenant shall be deemed to have elected to not renew this Lease for the Renewal Term and Tenant's Renewal Option with respect to the Renewal Term shall be deemed to be null and void and of no further force and effect.

3. **Rent.** Rent shall be abated from the Commencement Date through September 30, 2025. Commencing on October 1, 2025, Tenant agrees to pay to Landlord without any prior demand and without any deduction or set-off whatsoever, as the rent (the "Rent") subject to adjustments as provided herein, the sum of **Twenty Two Thousand Two Hundred Dollars (\$22,200.00)** annually, payable in advance in twelve monthly installments of **One Thousand Eight Hundred Fifty Dollars (\$1,850.00)** per month, on the first day of each calendar month during the Lease Term. First month's Rent shall be due and payable by Tenant upon the execution of this Lease. Unless Tenant provides Landlord with sufficient documentation evidencing an appropriate exemption, all Rent and other charges due hereunder shall be paid together with any applicable sales, use and other taxes assessed

thereon. In the event that any payments of Rent, or any other payment required by Tenant hereunder, is not paid within five (5) days of the date any such sum is due, Tenant agrees to pay to Landlord a late charge equal to five percent (5%) of the unpaid amount or One Hundred Fifty Dollars (\$150.00), whichever is greater, to defray Landlord's administrative charges with respect to such late payment. The late fee shall not be deemed a waiver of any default by Tenant for failure to timely pay any sums due hereunder.

4. **Security Deposit.** Intentionally Deleted.

5. **Utilities and Services.** Beginning on the Commencement Date, Tenant shall be responsible for and pay the costs of the cost of all utilities service utilized by Tenant at the Premises including, without limitation, telephone, and cable television (if available) and internet service. If there is a dispute as to whether Tenant or Landlord is responsible for any utility charge, the decision of Landlord shall control. Landlord agrees that during the Lease Term, electricity costs will be covered by the Landlord. All other utility charges will be the responsibility of the Tenant. Tenant shall be responsible for the day to day cleaning of the Premises, including bringing its trash to the dumpster. Landlord is not responsible for providing janitorial or cleaning service to the Premises.

6. **Use.** Tenant shall use the Premises solely for general office use associated with a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code, and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall not permit any unlawful activity at the Premises. Tenant acknowledges that the Premises is located within the shopping center known as *La Piazza at Ave Maria* (the "Shopping Center"), and Tenant shall comply with all of Landlord's rules and regulations regarding the Shopping Center, copies of which Tenant acknowledges having received and reviewed prior to entering to this Lease.

7. **Use of Kitchen.** Although not part of the Premises, during the Lease Term, and provided Tenant is not in default under this Lease, Tenant and Tenant's independent contractors will have access to and non-exclusive use of the kitchen facility (the "Kitchen") (the location of which is also depicted on Exhibit "A", attached hereto), at no additional cost to Tenant. However, Tenant's obligations under this Lease shall not be subject to or contingent upon Tenant's continuous access to and use of the Kitchen. Tenant acknowledges that the Kitchen may be closed from time to time by Landlord for maintenance and repair and that Landlord shall have complete discretion over the type of equipment and appliances placed and maintained in the Kitchen. Landlord may, from time to time, provide coffee service in the Kitchen. Other tenants and occupants of the building may have the right to use the Kitchen, and the use thereof shall be subject to rules and regulations as determined by Landlord from time to time in Landlord's sole discretion. Under no circumstances shall Landlord be liable for any loss or damage to any property of Tenant placed or maintained in the Kitchen. In addition, any damage caused to any furniture or equipment or fixtures or structural components of such shared facility by Tenant or Tenant's independent contractors shall be repaired by or at the

direction of Landlord and, upon demand, Tenant shall be obligated to reimburse Landlord the costs of such repairs.

8. **Conference Rooms.** During the Lease Term, and provided Tenant is not in default under this Lease, Tenant and Tenant's independent contractors, and invitees shall also be entitled to access and use of the two (2) shared conference rooms, subject to availability, at no additional cost to Tenant. The location of the shared conference rooms are depicted on Exhibit "A" (the "Conference Rooms"), attached hereto. Other tenants and occupants of the building may have the right to use the Conference Rooms, and the use thereof shall be subject to rules and regulations as determined by Landlord from time to time in Landlord's sole discretion. Any additional furniture, equipment or other personal property of Tenant (or Tenant's independent contractors, agents and invitees) placed in the Conference Rooms during Tenant's use shall be immediately removed from such conference room upon Tenant's vacation thereof. Under no circumstances shall Landlord be liable for any loss or damage to any property of Tenant placed or maintained in the Conference Rooms. In addition, any damage caused to any furniture, equipment, fixtures or structural components of such shared facility shall be repaired by or at the direction of Landlord and, upon demand, Tenant shall be obligated to reimburse Landlord the costs of such repairs.

9. **Insurance.** At all times during the term hereof and any extensions thereof, Tenant shall obtain and insurances as described herein insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy and maintenance of the Premises, common areas, or other portions of the Shopping Center. All carriers must be authorized to transact business in the State of Florida and must have a minimum A.M. Best Rating of A- VIII or higher. If the tenant has coverage through an authorized governmental insurance trust approved by Florida's Office of Insurance Regulation, then all the insurance trust's reinsurers must also have a minimum A.M. Best Rating of A- VIII or higher. Tenant shall deliver said certificates thereof to Landlord prior to Tenant's occupancy of the Premises, and thereafter, renewal certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. The below required insurance policies, for Tenant and contractor(s) shall also contain provisions prohibiting the modification of any material term (including, without limitation, changes to coverages, limits, or primary / additional insureds) or cancellation of insurance without at least thirty (30) business days' prior written notice to Landlord. Upon request, Tenant shall provide Landlord with full and complete set of insurance policies. The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material default under this Lease. During the term of this Lease, Landlord reserves the right, in Landlord's commercially reasonable discretion, to modify the insurance provisions by requiring additional coverages, higher limits or special endorsements if the Tenant operations change, or their loss experience/history warrants additional limits.

(a) **General Liability Policy.** Tenant shall obtain and maintain General Liability Policy on the broadest form available, written on an occurrence policy form," against all claims for bodily injury,

disease or death, or property damage, personal injury and contractual liability occurring on or in connection with the use of the Premises; such insurance policies shall include the following limits:

\$2,000,000 per occurrence
\$2,000,000 aggregate
\$300,000 property damage liability
\$5,000 medical payments
\$1,000,000 liquor liability (if Tenant's business involves the sale of alcohol, host liquor liability does not satisfy this requirement)

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

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

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

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

(f) Construction Insurance. Prior to commencing on any repairs, renovations, or restorations on or about the Premises, Tenant shall obtain and maintain or shall cause the builder, general contractor to obtain and maintain a completed value "All Risk" Builder's Risk policy in an amount equal to 100% of the cost of the construction, repair, renovation, or restoration. Coverage should include collapse, windstorm, offsite materials, materials in-transit, soft costs, expediting expense, water damage and include permission for partial occupancy. Tenant shall name Landlord as Loss Payee and Additional Insured. Tenant shall cause General Contractor and all subcontractors performing work in the Premises to obtain and maintain General Liability, Commercial Auto Liability, and statutory Worker's Compensation bearing the same limits as Tenant is required to carry, as outlined above.

(g) Safety and Insurance; Hurricane Shutters. Tenant shall comply with all safety and engineering recommendations and requirements relating to city, county, state, federal or insurance company regulations that might affect the insurability in any manner of Landlord, the Landlord's property, or any Tenant in the Shopping Center. Tenant shall not stock, use or sell any article or do anything in or about the Shopping Center, the Premises or common areas which may be prohibited by law or Landlord's insurance policies, or which will increase any insurance premiums. In the event Tenant violates the provisions of this subsection, Tenant shall hold Landlord harmless and shall, on demand, pay Landlord the increased cost of such insurance as additional rent. In the event that hurricane shutters are made available to the Premises, hurricane shutter installation will be commenced no sooner than the notification by the National Weather Service of a Hurricane Watch or Warning or the reasonable threat of a pending storm as determined in Landlord's sole discretion.

10. Alteration of the Premises. Tenant shall not make any modifications (structural, cosmetic or otherwise) to the Premises without the prior written consent of Landlord, which consent may be withheld and Landlord's sole and absolute discretion. Tenant has inspected the Premises and accepts the Premises "as-is" and represents and warrants to Landlord that the Premises is suitable for Tenant's permitted use under this Lease. Tenant shall maintain and keep the Premises in good condition and shall surrender the Premises to Landlord in the same condition that it existed in as of the date of this Lease, except for ordinary wear and tear.

11. Damage to Premises. If any part of the Premises shall be damaged or destroyed by fire, the elements, unavoidable accidents, or other casualty, Landlord may, at its option, terminate this Lease. Tenant shall be responsible for any damage caused to the Premises or Landlord's Furniture by Tenant's intentional or negligent acts or omissions, or the intentional or negligent acts or omissions of Tenant's officers, managers, members, agents, employees, independent contractors, guests, customers or invitees. The terms of this paragraph shall survive the expiration or earlier termination of this Lease.

12. Events of Default by Tenant. If any part of the Rent or other monies required to be paid by Tenant under this Lease shall be in arrears or not paid when due, or Tenant fails in the observance or performance of any of any other covenant, agreement or condition provided for in this Lease and such failure continues for a period of five (5) days after written notice thereof from Landlord to Tenant (unless such failure cannot reasonably be cured within five (5) days and Tenant commences such cure within said five (5) day period and diligently pursues the same to completion), then Tenant shall be in default hereunder.

13. Remedies. In the event of any default by Tenant hereunder, Landlord shall have any and all remedies available under Florida law, together with the right to accelerate all rent due Landlord under this Lease for the balance of the Lease Term, and cancel and terminate this Lease, as well as Tenant's right, title, possession and interest hereunder.

14. **Subordination and Attornment.** This Lease shall be subject and subordinate at all times to the liens of all present and future mortgages, rents, and encumbrances placed upon the Premises. No further instrument or act by Tenant shall be necessary to effectuate such subordination; upon the request of Landlord (but in no event later than five (5) days thereafter) promptly execute and deliver to Landlord any subordination agreement, estoppel certificate or other instrument requested by Landlord, Landlord's lender (if any), any contract to purchaser of Landlord and/or any proposed lender of such purchaser. Tenant irrevocably appoints Landlord as its attorney-in-fact to execute and deliver all such instruments for and on behalf of Tenant.

15. **Quiet Enjoyment.** Upon payment by Tenant of the Rent reserved herein, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord.

16. **Tenant Covenants.** Tenant shall at all times during the Lease Term: (a) keep the Premises in a neat, clean, sanitary, and safe condition; (b) neither cause to be distributed or place advertising matter or handbills in or upon automobiles parked in the Shopping Center; and (c) obey, and require all others to obey, all applicable laws, codes, ordinances and restrictions affecting the Premises, to not make any disturbance, noise or annoyance that would be detrimental to the peace, quiet and comfort of other persons or tenants in the Premises or the Shopping Center, and to be responsible for all conditions created or caused by the negligent or wrongful act of Tenant or Tenant's guests and invitees, or other persons on the Premises at the invitation of Tenant. In addition, Tenant acknowledges that the use of candles, incense, aromatic oils, or other such products, and the smoking of tobacco products (including, but not limited to, cigarettes, pipes, and cigars) by Tenant or its employees, independent contractors, agents, clients, customers, invitees, licensees, and guests is prohibited at all times upon the Premises.

17. **Applicable Law.** The validity, construction and enforcement of this Lease shall be governed by the laws of the State of Florida. Jurisdiction and venue for any judicial proceeding concerning this Lease shall lie exclusively in a court of competent jurisdiction in Collier County, Florida.

18. **Invalidity.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provisions hereof.

19. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of Landlord and Tenant, and all covenants are to be construed as conditions of this Lease.

20. **Costs and Attorney's Fees.** In the event of any litigation arising out of, or pertaining to the terms and provisions of, this Lease, the prevailing party shall be entitled to recover from the other

party all costs and reasonable attorneys' fees incurred by said prevailing party, including those incurred on appeal. The terms and provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

21. **Waiver of Jury Trial.** Tenant hereby waives the right to a trial by jury in the event of any litigation arising out of or pertaining to the terms and provisions of this Lease.

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

23. **Right of Entry.** Landlord shall have the right to enter the Premises at all reasonable hours throughout the Lease Term for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Throughout the Lease Term, Tenant shall permit inspection of the Premises by prospective buyers or tenants during all normal business hours. If, during such hours, admission to the Premises for showing the same to prospective purchasers or Tenants, as applicable, cannot be obtained, Landlord may show the premises after hours, provided it gives at least twenty-four (24) hours advance notice to Tenant.

24. **Notice.** Notices or demand required to be given or served by either party to this Lease to the other party, shall be deemed to have been duly given or served only if in writing and either personally delivered or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid, addressed as follows: If to Landlord, Ave Maria Development, LLLP, Attn: Mrs. Cee Cee Marinelli, 2600 Golden Gate Parkway, Naples, FL 34102, with a copy to: Michael D. Gentzle, Esq., Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail, Suite 300, Naples, FL 34103. All notices to Tenant shall be delivered to the Premises with a copy to: District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 and District Counsel, Kutak Rock LLP , 107 W. College Avenue, Tallahassee, FL 32301.

25. **Assignment.** Tenant shall not assign this lease or sublease any portion of the Premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole and absolute discretion.

26. **Miscellaneous.** Time is of the essence with respect to the performance of each of Tenant's covenants of this Lease. Neither this Lease, nor a memorandum thereof shall be recorded in the Public Records without Landlord's prior written consent, which consent Landlord may withhold or condition in its sole and absolute discretion. This Lease is the entire agreement between the parties, and supersedes any and all prior agreements or understandings with respect to the subject matter hereof. This Lease may not be amended, modified or otherwise revised unless done so in writing and signed

by both Landlord and Tenant. Landlord's approval of any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's approval again of any subsequent act by Tenant that requires Landlord's approval.

27. **Sovereign Immunity and Tenant Limitation of Liability.** Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of Tenant beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. **Public Records.** Landlord understands and agrees that all documents of any kind provided to the Tenant or to Tenant Parties or staff in connection with this Lease are public records and are to be treated as such in accordance with Florida law.

29.

WHEREFORE, Tenant and Landlord have caused this Lease to be executed as of the day and year first above written by their respective officers or parties thereunto duly authorized.

TENANT:

LANDLORD:

Ave Maria Stewardship
Community District

AVE MARIA DEVELOPMENT, LLLP,

a local unit of a Florida limited liability limited partnership
special purpose government, established
pursuant to Chapter 2004-461, Laws
of Florida

By: _____

By: Barron Collier Corporation, a Florida
Corporation,

Print Name: _____

Its: General Partner

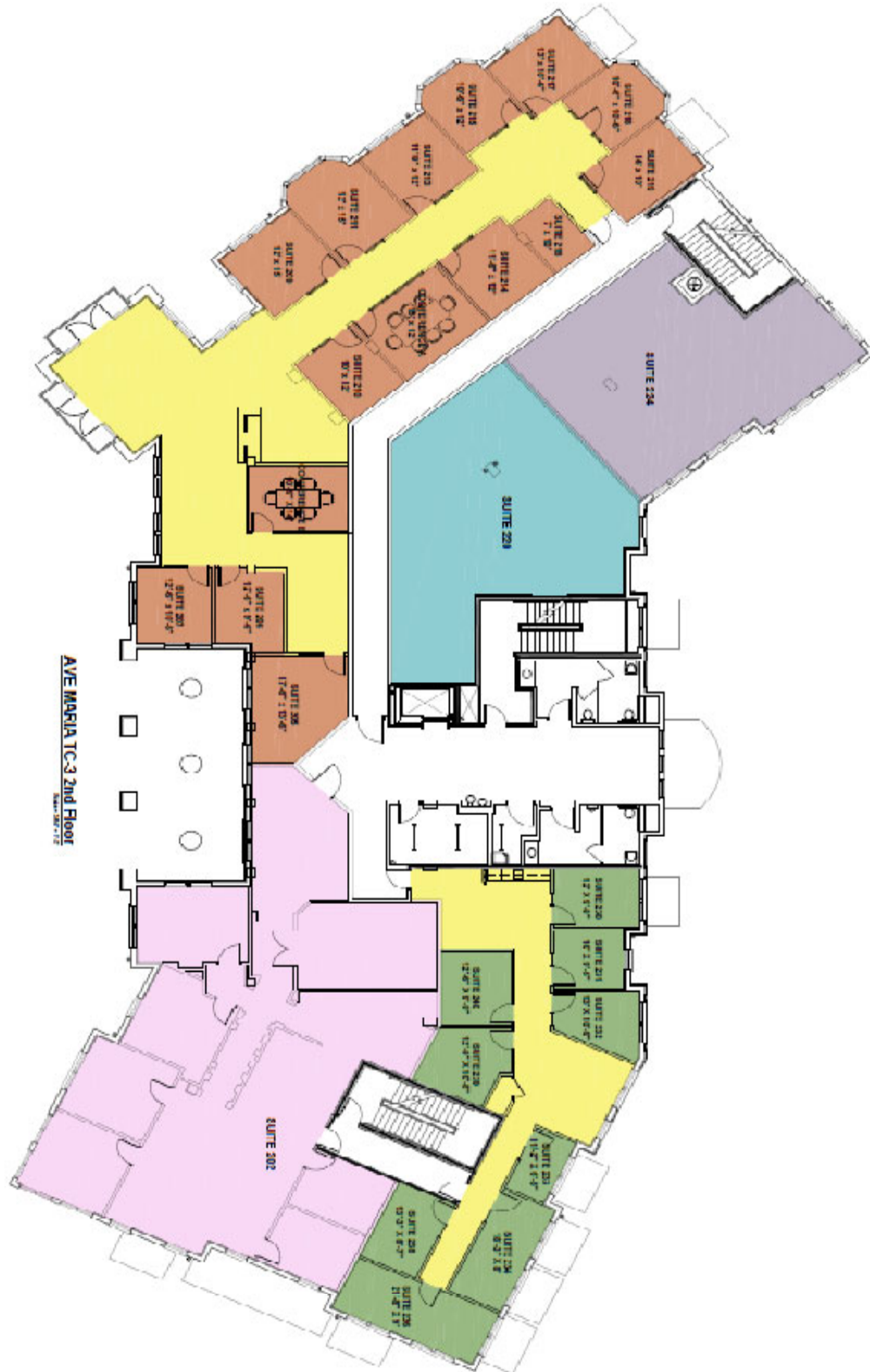
Its: _____

By: _____

Print Name: _____

Title: _____

Exhibit "A"



SHOPPING CENTER
RULES AND REGULATIONS

Tenant agrees to comply with, abide and be bound by the following Rules and Regulations for the use of the Shopping Center, as the same may be amended, supplemented and/or modified from time to time by the Landlord.

1. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area and automobile parking areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.

2. No person shall use any automobile parking areas except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space. No vehicles, with advertising or logo on its panel or sides will be parked in the common areas along Annunciation Circle.

3. No person, without the consent of the Landlord, shall, in or on any part of the common area:
 - A. Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
 - B. Exhibit any sign, placard, banner, notice, or other written material in the common areas.
 - C. Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or any other material that has no relationship to any purpose for which the Shopping Center was built or is being built.
 - D. Solicit membership in any organization, group, or association, or solicit contributions for any purpose which has no relationship to the Shopping Center.
 - E. Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by the customer, business invitee, employee, or Tenant of the Shopping Center, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail, office establishments or resident within the Shopping Center.

4. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.

5. If in the opinion of Landlord unauthorized persons are using any of the common areas by reason of the presence of Tenant in the Shopping Center, Tenant, upon demand of Landlord, shall restrain such unauthorized use by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized person from the common areas nor to prohibit the use of any common areas by unauthorized persons.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 20, 2025

Board Meeting Date: April 1, 2025

SUBJECT

Anthem Parkway Phase 5B Plat and Resolution Authorizing Chairman and Vice Chairman to Authorize and Execute Dedication Documents, Plats, and other Documents Related to the Development of the District’s Improvements, and Authorizing District Manager to Take Action Regarding Permits.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors Authorize the Chairman to sign the Anthem Parkway Phase 5B Plat and approve the Resolution Authorizing the Chairman and Vice Chairman to Authorize and Execute Dedication Documents, Plats, and other Documents Related to the Development of the District’s Improvements, and Authorizing District Manager to Take Action Regarding Permits.

GENERAL INFORMATION

The right-of-way tracts (Tracts “R-1”, “R-2” AND “R-3” together the “ROW Tracts”) as shown on the proposed Anthem Parkway Phase 5B Plat, were conveyed (or will be conveyed to the District prior to recording the plat) in accordance with the Amended and Restated Real Property Contribution Agreement, dated July 2023. As outlined in the Capital Improvement Plan prepared by the District Engineer dated May 2, 2006, as supplemented by engineering reports issued in conjunction with the issuance of each series of bonds (the “Engineer’s Report”), Anthem Parkway is a District roadway. As such, Tracts “R-1”, “R-2” AND “R-3” are dedicated on the face of the plat to the District with responsibility for maintenance. The developer plans to record this plat in anticipation of constructing this segment of roadway in accordance with the SRA and Collier County requirements. In order to effectuate and record the plat, all owners must sign the plat with witnesses and notary acknowledgment. Staff recommends the Board of Supervisors authorize the Chairman to sign the Anthem Parkway Phase 5B Plat.

In the past, the District was not involved with the platting process as part of permitting with Collier County because the land was conveyed to the District after it was platted. Currently, the ROW Tracts have already been (or will shortly be) conveyed to the District. As mentioned above, all owners must sign the plat with witnesses and notary acknowledgment.

To facilitate the efficient development of the district improvements outlined in the Engineer’s Report (the “District Improvements”), this item also includes a Resolution that authorizes the Chairman or Vice Chairman to approve and execute plats, dedications and other legal documents necessary to provide the District Improvements after District Legal Counsel and the District Engineer have reviewed and agree that the conveyance is legal, consistent with the District’s improvement plan, and necessary for the development of the Improvements. Additionally, the Resolution authorizes the District Manager to execute and submit paperwork necessary to apply for and obtain permits necessary to finalize the development of the District’s capital improvement plan. Staff recommends the Board of Supervisors approve this Resolution so that the development may proceed expeditiously between board meetings.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

The District Engineer has reviewed and approved the Anthem Parkway Phase 5B Plat and the Resolution.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the Anthem Parkway Phase 5B Plat and the Resolution.

FUNDING REVIEW

Not applicable

Attachments

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; GRANTING THE DISTRICT MANAGER AUTHORITY TO TAKE ACTION REGARDING PERMITS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, as amended, (the “Act”)and Chapter 189, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, Chapter 189, *Florida Statutes*, and the Act authorize the District to construct, install, operate, and/or maintain systems and facilities for certain public infrastructure improvements; and

WHEREAS, the District has adopted its *Master Capital Improvement Program*, dated May 2, 2006, as may be amended and/or supplemented (the “Engineer’s Report”), which sets forth the scope of the District’s capital improvement plan and the improvements which are to be constructed therewith (the “Improvements”); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer’s Report, which includes, but is not limited to, obtaining all necessary permits and approvals from state, federal and local governments and agencies for the construction and/or operation of the Improvements (the “Permits”), the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements and plat dedications (the “Plats and Dedications”); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair and Vice Chair to approve and execute the Plats and Dedications and authorize the District Manager to execute and submit paperwork necessary to apply for and obtain Permits necessary to finalize the development of the District’s capital improvement plan (the “Development Authority”); and

WHEREAS, the Development Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit, Plat or Dedication is legal, consistent with the District’s improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chair, Vice Chair, and District Manager, as outlined herein, the Development Authority is in the best interests of the

District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. DELEGATION OF AUTHORITY. The Chair and Vice Chair of the District’s Board of Supervisors is hereby authorized to sign, accept or execute Plats and Dedications as defined above. The Secretary and Assistant Secretary of the District’s Board of Supervisors are hereby authorized to countersign any such Plats and Dedications signed by the Chair or Vice Chair. The Chair and Vice Chair are hereby authorized to counter-sign any such Plat and Dedication signed by the other. The District Manager is hereby authorized to sign, accept or execute documents needed to apply for and obtain Permits, as defined above, necessary to finalize the development of the District’s capital improvement plan outlined in the Engineer’s Report. Such authority shall be subject to the District Engineer and District Counsel’s review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of April, 2025.

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

ANTHEM PARKWAY - PHASE 5B

PLAT BOOK PAGE
SHEET 1 OF 4

A SUBDIVISION BEING A REPLAT OF PART OF TRACTS "L6" AND "F7", AVE MARIA PHASE TWO, PLAT BOOK 48, PAGES 29-34, ALONG WITH PART OF TRACT A, MAPLE RIDGE AT AVE MARIA PHASE 8, PLAT BOOK 75, PAGES 58-64, ALONG WITH PART OF TRACT "C-2", MAPLE RIDGE AT AVE MARIA PHASE 5A, PLAT BOOK 64, PAGES 12-19 ALL BEING PART OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST AND SECTION 4, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

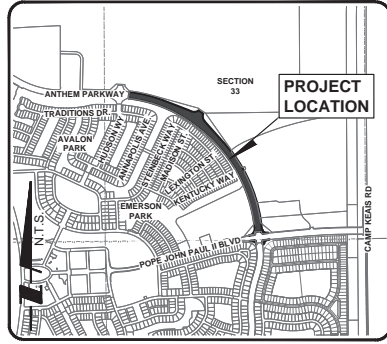
KNOW ALL MEN BY THESE PRESENTS THAT:

AVE MARIA DEVELOPMENT, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
CC AVE MARIA II, LLC

THE OWNERS OF THE LAND DESCRIBED HEREON HAS CAUSED THIS PLAT ENTITLED "ANTHEM PARKWAY - PHASE 5B" TO BE MADE AND DOES HEREBY DEDICATE OR RESERVE THE FOLLOWING:

- 1) RESERVE TO CC AVE MARIA II, LLC AND THEIR SUCCESSORS AND/OR ASSIGNS:
A) TRACT "A" AS FUTURE DEVELOPMENT SUBJECT TO EASEMENTS DEPICTED HEREON (A.E., D.E., & P.U.E.) WITH RESPONSIBILITY FOR MAINTENANCE.
- 2) RESERVE TO AVE MARIA DEVELOPMENT, LLLP AND THEIR SUCCESSORS AND/OR ASSIGNS:
A) TRACT "B" AS FUTURE DEVELOPMENT SUBJECT TO EASEMENTS DEPICTED HEREON (A.E., D.E., & P.U.E.) WITH RESPONSIBILITY FOR MAINTENANCE.
- 3) DEDICATE TO COLLIER COUNTY:
A) ALL ACCESS EASEMENTS (A.E.) AS SHOWN ON THE PLAT WITH NO RESPONSIBILITY FOR MAINTENANCE.
B) ALL DRAINAGE EASEMENTS (D.E.) AS SHOWN ON THE PLAT WITH NO RESPONSIBILITY FOR MAINTENANCE.
- 4) DEDICATE TO COLLIER COUNTY, ITS FRANCHISES, AND MMOKALEE FIRE CONTROL DISTRICT:
A) A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACTS "R-1", "R-2", AND "R-3" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES TO ACCESS THE PROPERTIES DEPICTED ON THIS PLAT, WITH NO RESPONSIBILITY FOR MAINTENANCE.
- 5) DEDICATE TO AVE MARIA UTILITY COMPANY, LLLP:
A) AVE MARIA UTILITY EASEMENTS (A.M.U.E.) OVER TRACTS "R-1", "R-2", AND "R-3" AS DEPICTED ON THIS PLAT, FOR THE PURPOSE OF UTILITY INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE, INCLUDING THE RIGHT OF ACCESS FOR SAID PURPOSES, WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE AREA OF THE TRACT.
B) ALL POTABLE WATER DISTRIBUTION LINES CONSTRUCTED AND INSTALLED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.
C) ALL SEWER AND EFFLUENT FACILITIES CONSTRUCTED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.
- 6) DEDICATE A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.):
A) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING CABLE TELEVISION SERVICES.
B) ALL PUBLIC UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 7) DEDICATE TO AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:
A) TRACT "R-1", "R-2", AND "R-3" (ANTHEM PARKWAY), AS A PRIVATE ROAD RIGHT-OF-WAY SUBJECT TO EASEMENTS DEPICTED HEREON (R.O.W., D.E., P.U.E., A.E. AND A.M.U.E.) AND ALL IRRIGATION TRANSMISSION LINES AND RECHARGE WELL FACILITIES LOCATED WITHIN SAID TRACTS "R-1", "R-2", AND "R-3", WITH RESPONSIBILITY FOR MAINTENANCE.
B) ALL ACCESS EASEMENTS (A.E.) AS SHOWN ON THE PLAT WITH RESPONSIBILITY FOR MAINTENANCE.
C) ALL DRAINAGE EASEMENTS (D.E.) AS SHOWN ON THE PLAT WITH RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2025, A.D.



LOCATION MAP
SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION

AVE MARIA DEVELOPMENT, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: BARRON COLLIER CORPORATION, A FLORIDA CORPORATION, ITS MANAGING PARTNER

BY: BRIAN GOGUEIN, VICE PRESIDENT

AVE MARIA DEVELOPMENT, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: NUA BAILE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: PAUL RONEY, MANAGER

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

BY: JAY ROTH, CHAIRMAN OF THE BOARD OF SUPERVISORS

CC AVE MARIA II, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: ANDRES MIYARES, PRESIDENT

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS ON CURVES ARE NOTED AS FOLLOWS: L = ARC LENGTH, CB = CHORD BEARING, CD = CHORD DISTANCE, R = RADIUS, Δ = DELTA ANGLE, T = TANGENT LENGTH
3. ALL CURVES ARE CIRCULAR CURVES AND ARE TANGENTIAL UNLESS NOTED OTHERWISE IN DESCRIPTION OF LAND PLATTED. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (N/R).
4. BEARINGS ARE BASED ON THE EAST LINE OF TRACT "R-2" OF THE PLAT OF ANTHEM PARKWAY PHASE 5A, PLAT BOOK 74, PAGE 77-83 BEING NORTH 6°22'10" EAST. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
5. ● INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.) SET IRON PIN WITH CAP STAMPED P.R.M. LB-8479.
6. ○ INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND IRON PIN WITH CAP STAMPED P.R.M. LB-8.
7. ○ INDICATES SET PERMANENT CONTROL POINT (P.C.P.) STAMPED P.C.P. LB-8479 AND WILL BE PLACED IN ACCORDANCE TO SECTION 177.091 (8), FLORIDA STATUTES.
8. ABBREVIATIONS:
P.O.B. = POINT OF BEGINNING
D.E. = DRAINAGE EASEMENT
A.M.U.E. = AVE MARIA UTILITY EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
A.E. = ACCESS EASEMENT
O.R. = OFFICIAL RECORDS BOOK
P.E. = PAGE
T.F.M.E. = TEMPORARY FORCE MAIN EASEMENT
7. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVE MARIA AS RECORDED IN OFFICIAL RECORDS BOOK 4040, PAGE 1771, AND AS AMENDED IN OFFICIAL RECORDS BOOK 4930, PAGE 282, OFFICIAL RECORDS BOOK 5688, PAGE 3794, ALL THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
8. NOTICE OF ESTABLISHMENT OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3626, PAGE 1577 AS AMENDED IN O.R. BOOK 4125, PAGE 4110, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
9. TERMS AND CONDITIONS OF THE STEWARDSHIP RECEIVING AREA CREDIT AGREEMENT AS NOTED IN AVE MARIA STEWARDSHIP RECEIVING AREA CREDIT AGREEMENT MEMORANDUM RECORDED IN OFFICIAL RECORDS BOOK 3551, PAGE 2991, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
10. EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE RECORDED IN OFFICIAL RECORDS BOOK 3862, PAGE 1745, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
11. REFERENCE S.R.A. FOR TOWN OF AVE MARIA AR-6696 RES. #2005-234A.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY BRIAN GOGUEIN, VICE-PRESIDENT OF BARRON COLLIER CORPORATION, A FLORIDA CORPORATION, AS A MANAGING PARTNER FOR AVE MARIA DEVELOPMENT, LLLP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINTED NAME (AFFIX SEAL)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY PAUL RONEY, MANAGER OF NUA BAILE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF AVE MARIA DEVELOPMENT, LLLP, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINTED NAME (AFFIX SEAL)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY JAY ROTH, CHAIRMAN OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINTED NAME (AFFIX SEAL)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY ANDRES MIYARES, PRESIDENT OF CC AVE MARIA II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

PRINTED NAME (AFFIX SEAL)

COUNTY APPROVALS

COUNTY ENGINEER
THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA
THIS _____ DAY OF _____, 2025, A.D.

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA
THIS _____ DAY OF _____, 2025, A.D.

COUNTY ATTORNEY
THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS _____ DAY OF _____, 2025, A.D.

DEREK D. PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS _____ DAY OF _____, 2025, A.D.

MARCUS L. BERMAN, P.S.M. LS#5086
COLLIER COUNTY SURVEYOR

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS _____ DAY OF _____, 2025, A.D., PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

ATTEST:
CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT & COMPTROLLER IN AND FOR COLLIER COUNTY, FLORIDA

BURT L. SAUNDERS, CHAIRMAN
BOARD OF THE COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES OF THE STATE OF FLORIDA. I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT _____ M. THIS _____ DAY OF _____, 2025, A.D. AND DULY RECORDED IN PLAT BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT & COMPTROLLER IN AND FOR COLLIER COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.04 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

PENINSULA ENGINEERING

LANCE T. MILLER, P.S.M. #LS5627

NOVEMBER 26TH, 2024
DATED



Digitally signed by Lance Miller
DN: cn=Lance Miller, o=US,
ou=Peninsula Improvement
Corporation,
email=mlmiller@pen-eng.com
Reason: This item has been
digitally signed and sealed by
Lance T. Miller, PSM #5627 on
the date adjacent to the seal.
The seal must be verified on
any electronic copies. Printed
copies of this document are
not considered signed and
sealed.
Location: 2600 Golden Gate
Parkway, Naples, Florida
34105
Date: 2025.02.20 08:58:50 -
0507

THIS INSTRUMENT WAS PREPARED BY
LANCE T. MILLER, P.S.M. #LS5627
PENINSULA ENGINEERING
2600 GOLDEN GATE PARKWAY
NAPLES, COLLIER COUNTY, FLORIDA, 34105
PHONE: (239) 403-4700
CERTIFICATE OF AUTHORIZATION #LB-8479

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ANTHEM PARKWAY - PHASE 5B

PLAT BOOK PAGE
SHEET 2 OF 4

A SUBDIVISION BEING A REPLAT OF PART OF TRACTS "L6" AND "F7", AVE MARIA PHASE TWO, PLAT BOOK 48, PAGES 29-34, ALONG WITH PART OF TRACT A, MAPLE RIDGE AT AVE MARIA PHASE 8, PLAT BOOK 75, PAGES 58-64, ALONG WITH PART OF TRACT "C-2", MAPLE RIDGE AT AVE MARIA PHASE 5A, PLAT BOOK 64, PAGES 12-19 ALL BEING PART OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST AND SECTION 4, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

LEGAL DESCRIPTION

OF PART OF TRACTS "L6" AND "F7", AVE MARIA PHASE TWO, PLAT BOOK 48, PAGES 29-34, AND PART OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.
(ANTHEM PARKWAY PHASE 5B - PARCEL 1)

BEGINNING AT THE NORTH MOST CORNER OF TRACT "A" OF THE PLAT OF AVE MARIA UNIT 8, EMERSON PARK, AS RECORDED IN PLAT BOOK 48, PAGES 41 THROUGH 47 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE NORTH-EAST LINE OF TRACT "L6" OF THE PLAT OF AVALON PARK PHASE 4A, AS RECORDED IN PLAT BOOK 72, PAGES 78 THROUGH 85 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; 1,343.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 2,684.00 FEET THROUGH CENTRAL ANGLE OF 28°41'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 69°17'17" WEST 1,268.75 FEET TO A POINT ON THE SOUTHEAST MOST CORNER OF TRACT "R2" OF THE PLAT OF ANTHEM PARKWAY - PHASE 5A, AS RECORDED IN PLAT BOOK 74, PAGES 17 THROUGH 43 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT "R2" ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 02°21' EAST, A DISTANCE OF 132.00 FEET; THENCE 725.41 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 2,816.00 FEET THROUGH A CENTRAL ANGLE OF 14°45'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°15'01" EAST 723.41 FEET; THENCE SOUTH 88°52'16" EAST 540.29 FEET; THENCE 50.00 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 629.00 FEET THROUGH A CENTRAL ANGLE OF 05°22'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86°11'01" EAST 58.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE 166.84 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 159.00 FEET THROUGH A CENTRAL ANGLE OF 63°43'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 84°38'23" EAST 158.37 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 54°10'09" EAST, A DISTANCE OF 116.53 FEET; THENCE 164.37 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 62°46'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 10°25'27" EAST 156.26 FEET; THENCE SOUTH 41°48'56" EAST 581.64 FEET; THENCE 218.26 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 3,066.00 FEET THROUGH A CENTRAL ANGLE OF 04°04'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 39°46'34" EAST 218.21 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 53°15'20" EAST, A DISTANCE OF 10.00 FEET; THENCE 1,795.48 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 3,076.00 FEET THROUGH A CENTRAL ANGLE OF 32°50'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 21°18'35" EAST 1,739.43 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 85°18'02" EAST, A DISTANCE OF 14.44 FEET; THENCE 27.83 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 473.00 FEET THROUGH A CENTRAL ANGLE OF 03°20'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 16°43'17" EAST 27.82 FEET TO A POINT OF COMPOUND CURVE; THENCE 40.11 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 43.00 FEET THROUGH A CENTRAL ANGLE OF 53°28'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°06'52" EAST 38.67 FEET TO A POINT OF COMPOUND CURVE; THENCE 78.33 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 193.00 FEET THROUGH A CENTRAL ANGLE OF 23°27'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 63°38'43" EAST 77.78 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 02°27'23" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT "R" OF THE PLAT OF AVE MARIA PHASE TWO, AS RECORDED IN PLAT BOOK 48, PAGES 29 THROUGH 34 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. SOUTH 84°32'37" WEST, A DISTANCE OF 105.50 FEET;
2. 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°27'23" WEST 35.36 FEET;
3. NORTH 05°27'23" WEST 25.00 FEET;
4. SOUTH 84°32'37" WEST 132.00 FEET;
5. SOUTH 05°27'23" EAST 37.02 FEET;
6. 39.20 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 89°50'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 39°27'46" WEST 35.31 FEET TO A POINT OF REVERSE CURVATURE;
7. 110.87 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 4,554.00 FEET THROUGH A CENTRAL ANGLE OF 01°23'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 83°41'05" WEST 110.86 FEET; THENCE LEAVING SAID BOUNDARY ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 20°11'55" EAST, A DISTANCE OF 15.50 FEET; THENCE 207.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 79°07'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 33°38'10" EAST 191.08 FEET TO A POINT OF COMPOUND CURVE; THENCE 884.53 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 2,234.00 FEET THROUGH A CENTRAL ANGLE OF 17°16'24" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°46'46" WEST 161.19 FEET TO A POINT ON THE NORTHEAST BOUNDARY OF THE PLAT OF AVE MARIA UNIT 8, EMERSON PARK, AS RECORDED IN PLAT BOOK 48, PAGES 41 THROUGH 47 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID NORTHEAST BOUNDARY FOR THE FOLLOWING THREE (3) DESCRIBED COURSES:
 1. CONTINUE 1,585.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 2,234.00 FEET THROUGH A CENTRAL ANGLE OF 30°58'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 38°41'04" WEST 1,566.67 FEET;
 2. NORTH 54°10'09" WEST 126.43 FEET;
 3. 36.37 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 2,684.00 FEET THROUGH A CENTRAL ANGLE OF 00°46'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 54°32'27" WEST 36.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.62 ACRES MORE OR LESS.

ALONG WITH
OF PART OF TRACT A, MAPLE RIDGE AT AVE MARIA PHASE 8, PLAT BOOK 75, PAGES 58-64, COLLIER COUNTY, FLORIDA.
(ANTHEM PARKWAY PHASE 5B - PARCEL 2)

BEGINNING AT THE NORTHEAST CORNER OF TRACT "R", ANTHEM PARKWAY PHASE FOUR, AS RECORDED IN PLAT BOOK 71, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF THE PLAT OF MAPLE RIDGE AT AVE MARIA PHASE 8, AS RECORDED IN PLAT BOOK 75, PAGES 58 THROUGH 64 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES:

1. NORTH 85°04'28" EAST 1.03 FEET;
2. 24.57 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,738.04 FEET THROUGH A CENTRAL ANGLE OF 64°48'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°14'35" WEST 24.57 FEET;
3. 39.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 89°55'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 89°48'45" EAST 35.33 FEET;
4. NORTH 84°32'37" EAST 125.93 FEET;

THENCE LEAVING SAID BOUNDARY 78.96 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 22°37'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 73°14'01" WEST 78.45 FEET TO A POINT OF COMPOUND CURVE; THENCE 68.89 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 56°13'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°48'42" WEST 65.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE 37.15 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 27.00 FEET THROUGH A CENTRAL ANGLE OF 78°50'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°07'18" WEST 34.29 FEET; THENCE SOUTH 84°32'37" WEST 6.89 FEET TO A POINT ON THE EAST BOUNDARY OF SAID ANTHEM PARKWAY PHASE FOUR; THENCE ALONG SAID BOUNDARY NORTH 05°27'23" WEST 38.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES MORE OR LESS.

ALONG WITH
OF PART OF TRACT "C-2", MAPLE RIDGE AT AVE MARIA PHASE 5A, PLAT BOOK 64, PAGES 12-19, COLLIER COUNTY, FLORIDA.
(ANTHEM PARKWAY PHASE 5B - PARCEL 3)

BEGINNING AT THE NORTHWEST CORNER OF TRACT "R" OF THE PLAT OF ANTHEM PHASE FOUR, AS RECORDED IN PLAT BOOK 71, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID PLAT SOUTH 05°27'23" EAST 32.93 FEET; THENCE LEAVING SAID WEST BOUNDARY 89.70 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 76°10'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°32'25" WEST 82.52 FEET; THENCE NORTH 81°37'27" WEST 78.64 FEET TO A POINT ON THE BOUNDARY OF TRACT "C-2" OF THE PLAT OF MAPLE RIDGE AT AVE MARIA PHASE 5A, AS RECORDED IN PLAT BOOK 64, PAGES 12 THROUGH 19 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID MAPLE RIDGE AT AVE MARIA PHASE 5A FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES:

1. 107.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 4,446.00 FEET THROUGH A CENTRAL ANGLE OF 01°23'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°41'01" EAST 107.49 FEET TO A POINT OF COMPOUND CURVE;
2. 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 50°37'13" EAST 35.36 FEET TO A POINT OF COMPOUND CURVE;
3. 35.37 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 2,934.00 FEET THROUGH A CENTRAL ANGLE OF 00°41'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 00°16'19" EAST 35.37 FEET;
4. ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 85°04'28" EAST, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES MORE OR LESS.

NET ACREAGE: 14.79 ACRES MORE OR LESS

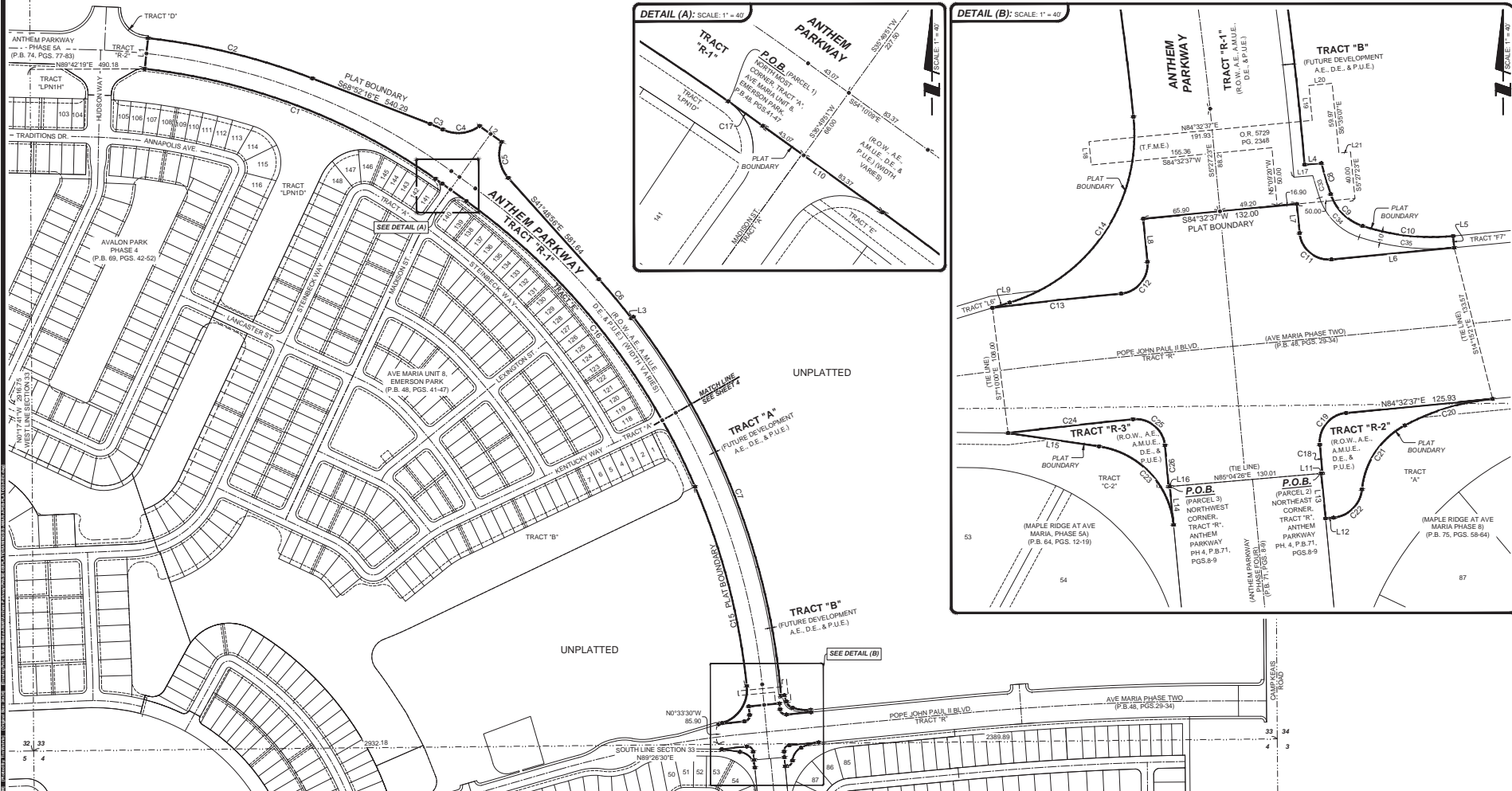
THIS INSTRUMENT WAS PREPARED BY
LANCIE T. MILLER, P.S.M. #L38527
PENINSULA ENGINEERING
2800 GOLDEN GATE PARKWAY
NAPLES, COLLIER COUNTY, FLORIDA, 34105
PHONE: (239) 403-4700
CERTIFICATE OF AUTHORIZATION #L8-8479

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ANTHEM PARKWAY - PHASE 5B

PLAT BOOK PAGE
SHEET 3 OF 4

A SUBDIVISION BEING A REPLAT OF PART OF TRACTS "L6" AND "F7", AVE MARIA PHASE TWO, PLAT BOOK 48, PAGES 29-34,
ALONG WITH PART OF TRACT A, MAPLE RIDGE AT AVE MARIA PHASE 8, PLAT BOOK 75, PAGES 58-64, ALONG WITH PART OF TRACT "C-2", MAPLE RIDGE AT AVE MARIA PHASE 5A, PLAT BOOK 64, PAGES 12-19
ALL BEING PART OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST AND SECTION 4, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE					
#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	1343.74	2884.00	28°41'08"	N89°17'17"W	1328.75
C2	725.41	2816.00	14°45'35"	S78°15'03"E	723.41
C3	59.00	629.00	5°22'28"	S86°11'01"E	58.98
C4	166.84	150.00	63°43'39"	N84°38'23"E	156.37
C5	164.37	150.00	62°46'58"	S10°25'27"E	156.26
C6	218.26	3066.00	4°04'43"	S39°46'34"E	218.21
C7	1763.48	3076.00	32°50'52"	S21°18'35"E	1739.43
C8	27.63	473.00	3°20'47"	S18°43'17"E	27.62
C9	40.11	43.00	53°28'22"	S45°06'52"E	38.67

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C10	78.33	190.00	23°37'21"	S83°38'43"E	77.78
C11	39.27	25.00	90°00'00"	N60°27'23"W	35.36
C12	39.20	25.00	89°50'19"	S39°27'46"W	35.31
C13	110.87	4554.00	1°23'41"	S83°41'05"W	110.86
C14	207.15	150.00	79°07'30"	N33°38'10"E	191.08
C15	884.53	2934.00	17°16'24"	N14°33'46"W	881.18
C16	1585.90	2934.00	30°58'12"	N38°41'04"W	1566.67
C17	36.37	2684.00	0°46'35"	N54°33'27"W	36.37
C18	24.57	1739.04	0°48'34"	N5°14'35"W	24.57

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C19	39.24	25.00	89°55'44"	N39°34'45"E	35.33
C20	78.96	200.00	22°37'12"	S73°14'01"W	78.45
C21	68.69	70.00	56°13'26"	S33°48'42"W	65.97
C22	37.15	27.00	78°50'38"	S45°07'18"W	34.29
C23	99.70	75.00	76°10'05"	N43°32'25"W	92.52
C24	107.49	4446.00	1°23'07"	N83°41'01"E	107.48
C25	39.27	25.00	90°00'25"	S50°37'13"E	35.36
C26	35.37	2934.00	0°41'28"	S5°16'17"E	35.37

LINE TABLE		
#	LENGTH	BEARING
L1	132.00	N8°22'10"E
L2	116.53	S54°10'09"E
L3	10.00	N53°15'20"E
L4	14.44	N85°18'02"E
L5	10.00	S5°27'23"E
L6	105.50	S84°32'37"W
L7	25.00	N5°27'23"W

LINE TABLE		
#	LENGTH	BEARING
L8	37.02	S5°27'23"E
L9	15.50	N73°11'55"E
L10	126.43	N54°10'09"W
L11	1.03	N85°04'26"E
L12	6.89	S84°32'37"W
L13	38.70	N5°27'23"W
L14	32.93	S5°27'23"E
L15	78.64	N81°37'27"W
L16	1.00	N85°04'26"E
L17	16.16	N85°18'02"E
L18	20.00	N5°27'23"W
L19	29.98	N5°35'07"W
L20	20.00	N84°24'53"E
L21	10.00	N84°50'40"E

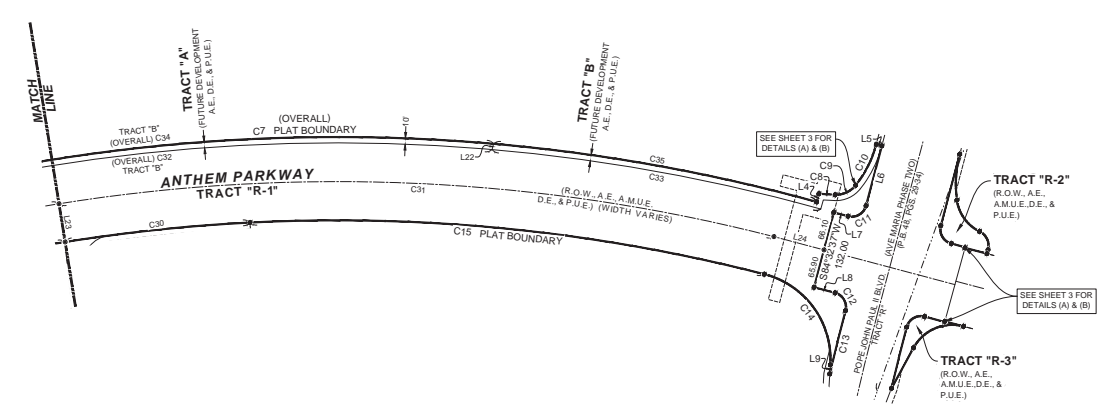
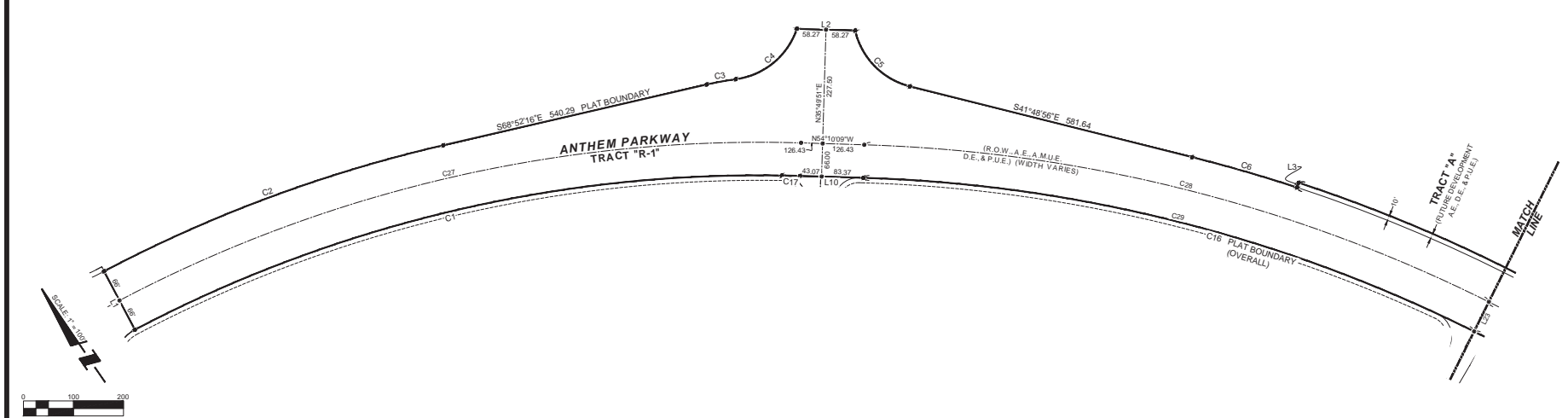
THIS INSTRUMENT WAS PREPARED BY
LANCE T. MILLER, P.S.M. #L35627
PENNSULA ENGINEERING
2800 GOLDEN GATE PARKWAY
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ANTHEM PARKWAY - PHASE 5B

PLAT BOOK PAGE
SHEET 4 OF 4

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CURVE TABLE						CURVE TABLE						CURVE TABLE						LINE TABLE		LINE TABLE			
#	LENGTH	RADIUS	DELTA	BEARING	CHORD	#	LENGTH	RADIUS	DELTA	BEARING	CHORD	#	LENGTH	RADIUS	DELTA	BEARING	CHORD	#	LENGTH	BEARING	#	LENGTH	BEARING
C1	1343.74	2684.00	28°41'06"	N69°17'17"W	1329.75	C10	78.33	190.00	23°37'21"	S83°38'43"E	77.78	C28	1297.48	3000.00	24°46'48"	N41°46'45"W	1287.39	L1	132.00	N6°22'10"E	L8	37.02	S5°27'23"E
C2	725.41	2816.00	14°45'35"	S76°15'03"E	723.41	C11	39.27	25.00	90°00'00"	N50°27'23"W	35.36	C29	1268.80	2934.00	24°46'48"	N41°46'45"W	1259.07	L2	116.53	S54°10'09"E	L9	15.50	N73°11'55"E
C3	59.00	629.00	5°22'28"	S66°11'01"E	58.98	C12	39.20	25.00	89°50'19"	S39°27'46"W	35.31	C30	316.97	2934.00	6°11'23"	N26°17'40"W	316.82	L3	10.00	N53°15'20"E	L10	126.43	N54°10'09"W
C4	166.84	150.00	63°43'39"	N84°38'23"E	158.37	C13	110.87	4554.00	1°23'41"	S83°41'05"W	110.86	C31	1228.52	3000.00	23°27'47"	N17°39'28"W	1219.96	L4	14.44	N85°18'02"E	L22	10.15	S84°32'37"W
C5	164.37	150.00	62°46'58"	S10°25'27"E	156.26	C14	207.15	150.00	79°07'30"	N33°38'10"E	191.08	C32	1197.67	3066.00	22°22'53"	N26°32'46"W	1190.07	L5	10.00	S5°27'23"E	L23	66.00	N60°36'39"E
C6	218.28	3066.00	4°04'43"	S39°46'34"E	218.21	C15	884.53	2934.00	17°16'24"	N14°33'48"W	881.19	C33	570.22	3066.00	10°39'21"	N10°01'39"W	569.40	L6	105.50	S84°32'37"W	L24	88.21	S5°27'23"E
C7	1763.48	3076.00	32°50'52"	S21°18'35"E	1738.43	C16	1585.90	2934.00	30°58'12"	N38°41'04"W	1566.67	C34	1203.15	3076.00	22°24'38"	N26°31'42"W	1195.49	L7	25.00	N6°27'23"W			
C8	27.63	473.00	3°20'47"	S16°43'17"E	27.62	C17	36.37	2684.00	0°46'35"	N54°33'27"W	36.37	C35	560.33	3076.00	10°26'14"	N10°06'15"W	559.58						
C9	40.11	43.00	53°26'22"	S45°06'52"E	38.67	C27	1414.04	2750.00	29°27'41"	S68°54'00"E	1398.52												

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To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: March 21, 2025

Board Meeting Date: April 1, 2025

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for Landscape Enhancements in the Town Center, Along a Portion of Ave Maria Boulevard, and at the Oil Well Road Entrance.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for Landscape Enhancements in the Town Center, Along a Portion of Ave Maria Boulevard, and at the Oil Well Road Entrance.

GENERAL INFORMATION

District staff identified areas throughout the Ave Maria Stewardship Community District (District) that are in need of plant replacement/landscape enhancements. The priorities this year include the majority of the District planters in the Town Center along Annunciation Circle, hedge and select tree replacement along Ave Maria Boulevard from Avila Avenue to Milano Street, and enhancements at the Oil Well Road entry feature. Steve Sammons, the Landscape Architect at Peninsula Engineering walked these areas with District staff, and prepared landscape enhancement plans.

As the District only has one contractor prequalified to provide landscape and irrigation installation/replacement services, the plans were sent to several landscaping contractors for pricing including Mr. Zig Mazanowski. Mr. Mazanowski spoke at a recent Board meeting and indicated he was interested in landscape services and maintenance for the District. Mr. Mazanowski was the former owner of Mainscape Landscaping, but he sold the business years ago. District staff walked the areas for landscape improvements with Mr. Mazanowski and his son Michael. Michael Mazanowski submitted pricing through his current business Mike's Solar, D.B.A. Maz Services (Maz Services). Maz Services proposal went above and beyond the landscape enhancement plans, but excluded irrigation improvements. Staff spent numerous hours with Maz Services and would consider working with them in the future. Unfortunately, District staff does not believe Maz Services does not have experience in landscaping services at the scope or magnitude of this particular District project.

Quotes were requested from the following contractors:

O'Donnell Landscapes: \$123,630

Pelican Lawn & Landscape: \$90,468.55

Maz Services: \$93,500 per plan/\$121,500 above and beyond (both do not include irrigation)

Juniper: no quote

Sunnygrove Landscaping: no quote

As shown above, Pelican Lawn & Landscape (Pelican) came in at the lowest price of \$90,468.55. The District budgeted \$200,000 for Plant Replacement this year; Pelican's quote is well within budget for the landscape enhancement portion this budgeted line item. Additionally, the District recently contracted with Pelican for tree trimming services earlier this year, and has been extremely pleased with Pelican's service. Staff is confident that Pelican can complete the landscape enhancements for the District and recommends the Board approve the agreement.

PROCUREMENT REVIEW

The contract is in accordance with Chapter 2004-461, Laws of Florida

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the Agreement for legal form and sufficiency.

FUNDING REVIEW

Funding is within the budgeted amount in the FY24/25 Adopted Operating & Maintenance Budget.

Attachments

**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT AND PELICAN LAWN & LANDSCAPING, INC., FOR
LANDSCAPE INSTALLATION SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of April, 2025 (the “Effective Date”), by and between:

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

Pelican Lawn & Landscaping, Inc., a Florida corporation, with a mailing address of P.O. Box 305, Estero, Florida 33929 (the “Contractor”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape installation services for certain lands within and around the District, as described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the “Services”); and

WHEREAS, the Contractor submitted a proposal and represents that it is capable of providing the Services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the installation of certain landscape improvements, including materials and related site preparation, as described herein and in the attached **Exhibit A**.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. DATE OF COMPLETION.

- A.** Contractor shall complete the installation services within ninety (90) days of the Effective Date, provided however that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for Adverse Weather. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly of its occurrence and in no event later than seven days after said Adverse Weather, otherwise such request will be deemed waived.
- B.** The Contractor and District recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the installation services are not completed within the times specified herein. The District and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by District if the installation services are not completed on time. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

SECTION 4. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor a lump sum amount of Ninety Thousand Four Hundred Sixty-Eight Dollars

and Fifty-Five Cents (\$90,468.55) for the Services set forth in **Exhibit A**, which total amount includes all tools, labor, and materials necessary to complete the Services.

- B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail in Section 5 herein.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

SECTION 6. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of twelve (12) months after final acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided, all plant material

shall be guaranteed to be in a satisfactory growing condition and to live for a period of twelve (12) months from final acceptance by the District except plants damaged by acts of God, plants subjected to extreme weather conditions, or for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE.

- A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured (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 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.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors 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, subcontractors 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 employees, agents, subcontractors 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.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this 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 and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Pelican Lawn & Landscaping, Inc.
P.O. Box 305
Estero, Florida 33929
Attn: _____

- B. If to 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

Except as otherwise provided in this 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 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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

SECTION 19. INDEMNIFICATION.

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, 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 the Doctrine of Sovereign Immunity or by operation of law.

SECTION 21. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing ten (10) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this 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 **Allyson Holland** (the "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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, AHOLLAND@SDSINC.ORG, OR AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 23. E-VERIFY REQUIREMENTS. 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.

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.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. 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*.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

**PELICAN LAWN & LANDSCAPING, INC., a
Florida Corporation**

Signature of Witness

By: _____

Print Name

Its: _____

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services



Proposal #3278

Landscaping- Annunciation Circle

Date 3/18/2025
Contact Donny Diaz | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
Property Ave Maria Stewardship Community District | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
PO #

Scope of Work

Renovate the landscape beds around Annunciation Circle as outlined in the provided maps. Work to be performed is listed below.

- Removing and disposing of aging plant material and 10 trees (1 Magnolia, 4 Holly, 5 Oak).
- Excavating approximately 4" of soil in designated beds and amending with planting soil.
- Installing new plant material as per the design plan.
- Reviewing and adjusting irrigation for proper coverage.
- Applying mulch for a clean, finished appearance.

Annunciation Circle

Items	Quantity	Unit	Price/Unit	Price
Green Island Ficus - 3 gal - Installed	188.00	3 gal	\$16.30	\$3,064.40
Green Buttonwood Tree - (approx. 12' OA) - Installed	10.00	45 gal	\$653.85	\$6,538.50
Duranta Gold Mound - 3 gal - Installed	65.00	3 gal	\$16.30	\$1,059.50
Ixora Dwarf Red - 3 gal - Installed	125.00	3 gal	\$16.30	\$2,037.50
Firebush Dwarf- 3 gal - Installed	50.00	3 gal	\$16.30	\$815.00
Cordyline Red Sister - 3 gal - Installed	10.00	3 gal	\$20.45	\$204.50
Cocoa Brown Mulch - 2 cf bags	180.00	2 cf bag	\$6.10	\$1,098.00
Planting Soil - yard	7.00	Yard	\$156.00	\$1,092.00
50 yard claw truck disposal	1.00	EA	\$950.00	\$950.00
LS - Labor	35.00	Hr	\$55.00	\$1,925.00
Irrigation Repair Allowance	1.00	EA	\$900.00	\$900.00
Annunciation Circle:				\$19,684.40
PROJECT TOTAL:				\$19,684.40



Landscape- Ave Maria Blvd Milano to Avila

Date 3/3/2025
Contact Donny Diaz | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
Property Ave Maria Stewardship Community District | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
PO #

Scope of Work

Renovate landscape beds along Ave Maria Blvd from Milano to Avila, following the provided maps. Remove and dispose of aging plant material, then install new plantings to refresh beds. After installation, the irrigation system will be reviewed for proper coverage, and mulch will be added for a clean, finished look.

An optional add-on is included in the proposal for removing soil/roots and adding soil to level the bed. This portion is not included in the base proposal amount and can be added separately if needed.

Default Group

Items	Quantity	Unit	Price/Unit	Price
Arboricola Dazzle - 3 gal - Installed	465.00	3 gal	\$21.47	\$9,983.55
Green Island Ficus - 3 gal - Installed	777.00	3 gal	\$16.30	\$12,665.10
Arboricola Trinette - 3 gal - Installed	135.00	3 gal	\$16.30	\$2,200.50
Magnolia DD Blanchard. 12Ft oa - Installed	3.00	45 gal	\$1,115.00	\$3,345.00
Floritam Sod - sqft	600.00	Sqft	\$1.48	\$888.00
Cocoa Brown Mulch - 2 cf bags	560.00	2 cf bag	\$6.10	\$3,416.00
Irrigation Repair Allowance	1.00	EA	\$400.00	\$400.00
LS - Labor	60.00	Hr	\$55.00	\$3,300.00
50 yard claw truck disposal	2.00	EA	\$950.00	\$1,900.00
Default Group:				\$38,098.15

PROJECT TOTAL: \$38,098.15

Optional Services

Items	Quantity	Unit	Price/Unit	Price
Stump grinder - track	1.00	EA	\$1,520.00	\$1,520.00
LS - Labor	20.00	Hr	\$55.00	\$1,100.00
Planting Soil - yard	20.00	Yard	\$156.00	\$3,120.00
Irrigation Repair Allowance	1.00	EA	\$1,200.00	\$1,200.00



Oil Well entrance refurbish landscape

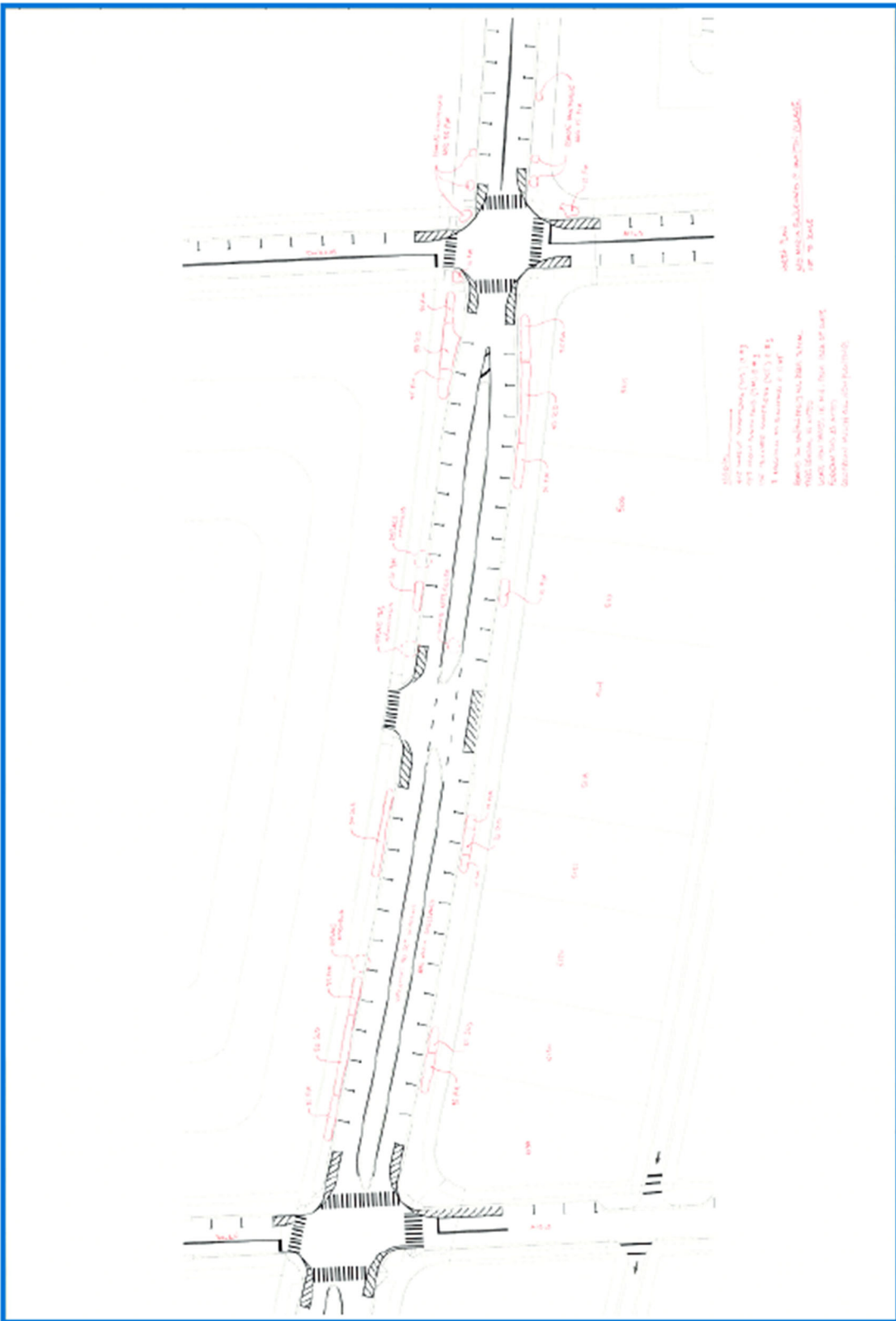
Date 3/3/2025
Contact Donny Diaz | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
Property Ave Maria Stewardship Community District | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
PO #

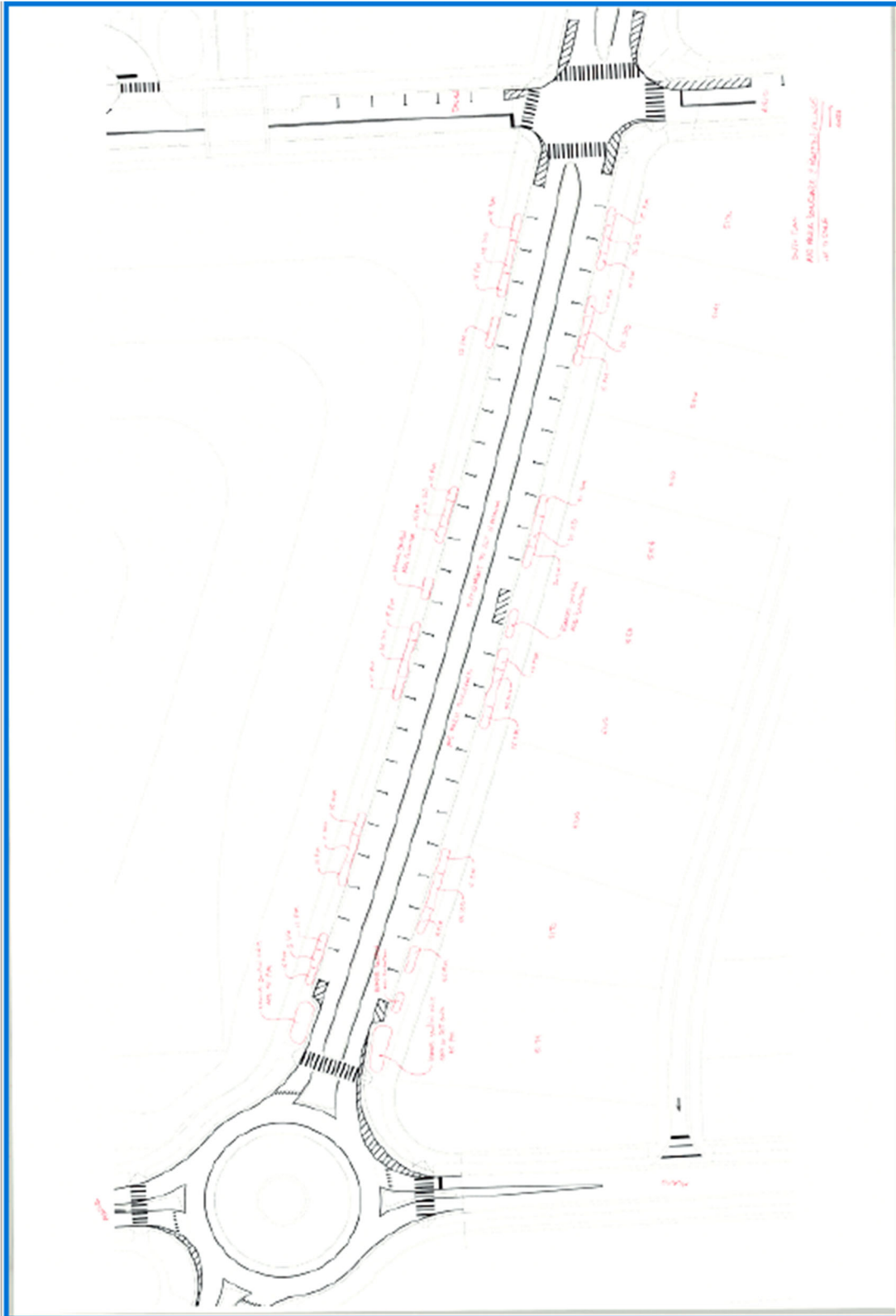
Scope of Work

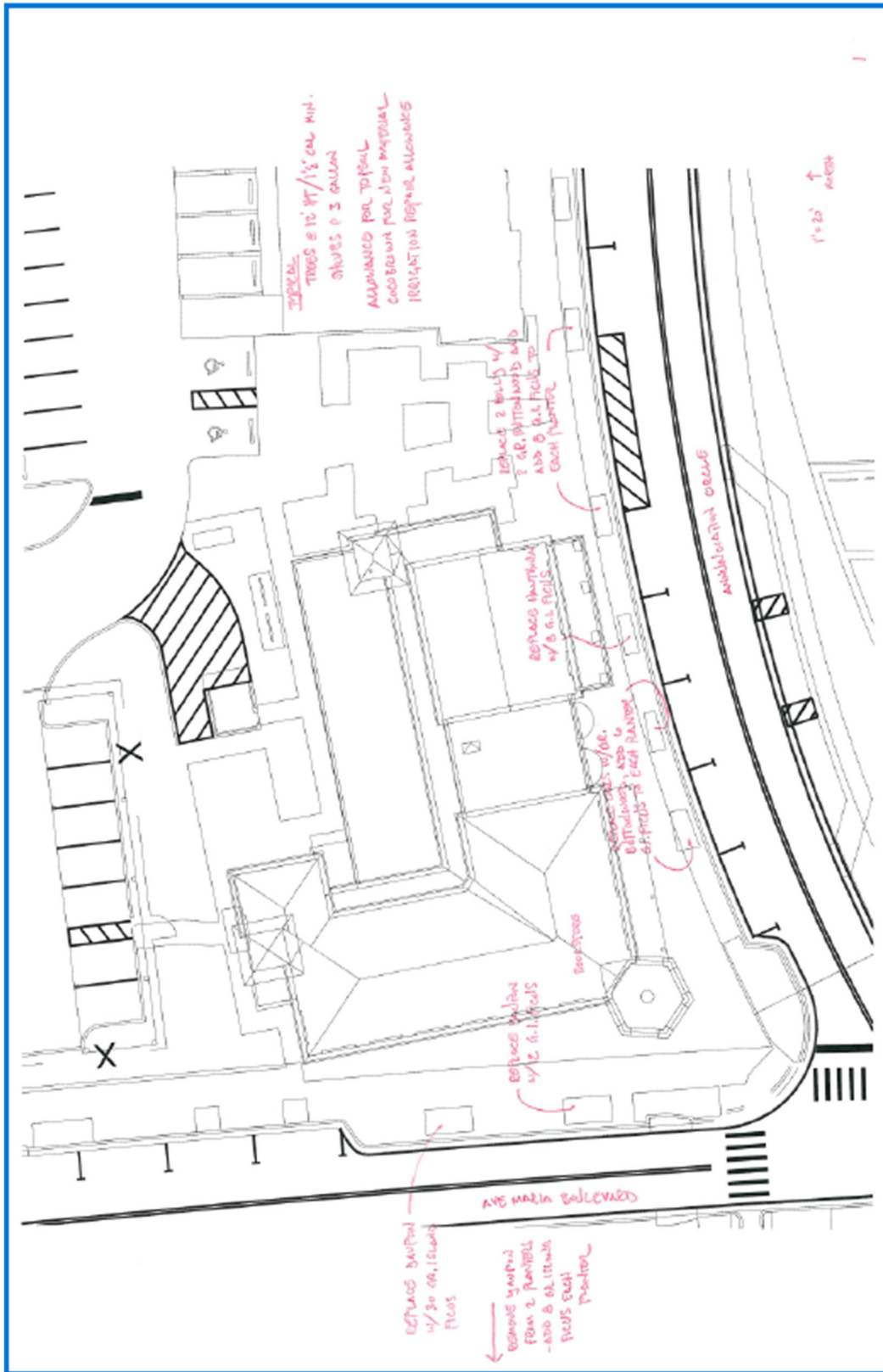
Refurbish landscape at Ave Maria entrance off Oil Well Road as outlined in the provided maps. Remove and dispose of aging plant material, install new plantings to enhance and fill in the landscape. The irrigation system will be checked after installation to ensure proper coverage, and mulch will be added for a clean, finished look.

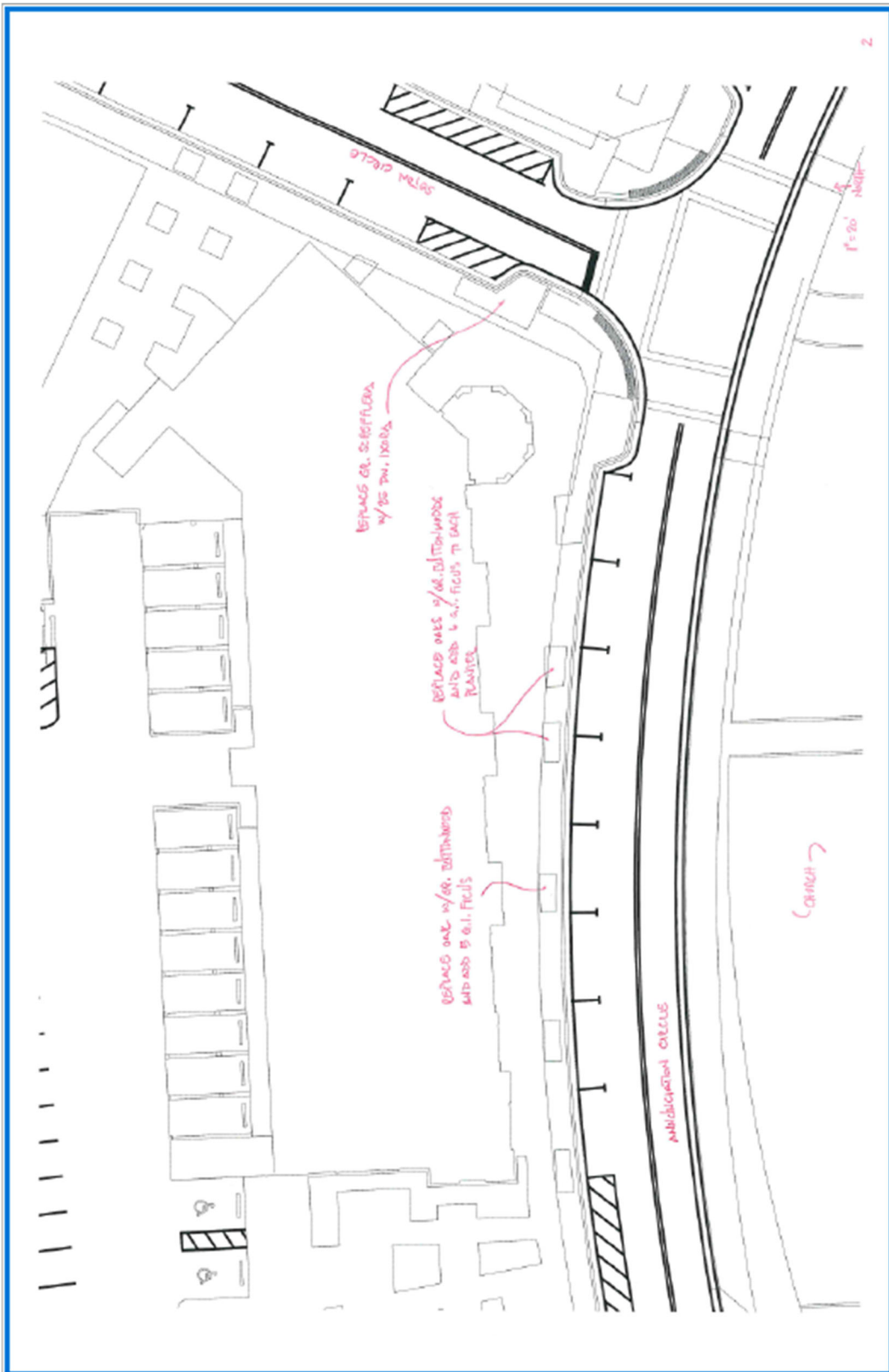
Default Group

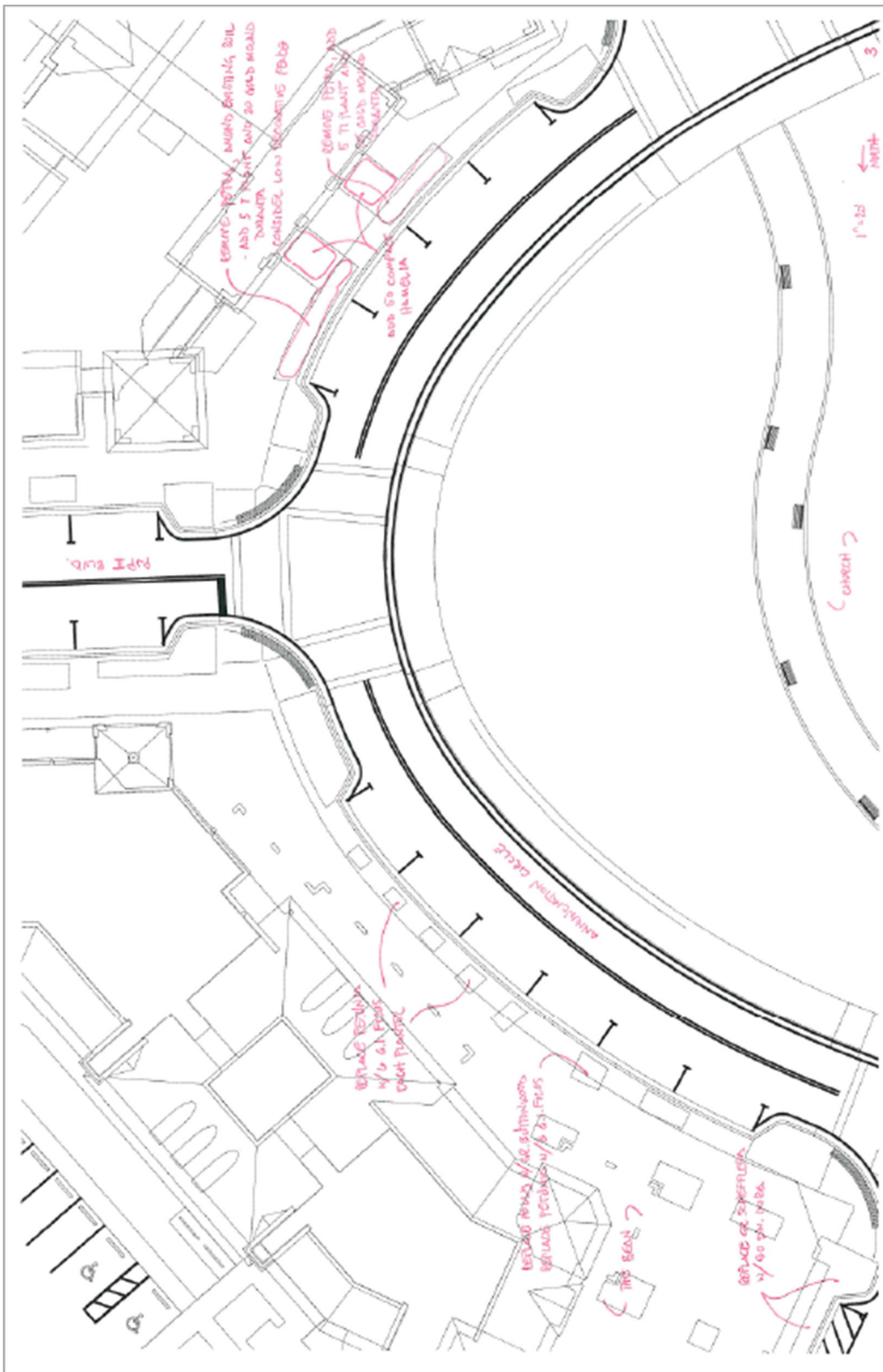
Items	Quantity	Unit	Price/Unit	Price
Sweet Viburnum Bush - 15 gal - Installed	127.00	15 gal	\$119.00	\$15,113.00
Green Island Ficus - 3 gal - Installed	170.00	3 gal	\$16.30	\$2,771.00
Arboricola Trinette - 3 gal - Installed	100.00	3 gal	\$16.30	\$1,630.00
Downy Jasmine - 3 gal - Installed	30.00	3 gal	\$16.30	\$489.00
Dwarf Fakahatchee Grass - 3 gal - Installed	40.00	3 gal	\$16.30	\$652.00
Orange Bromeliad -7 gal - Installed	10.00	7 gal	\$91.00	\$910.00
Cocoa Brown Mulch - 2 cf bags	210.00	2 cf bag	\$6.10	\$1,281.00
Irrigation repair allowance	1.00	EA	\$300.00	\$300.00
LS - Labor	30.00	Hr	\$55.00	\$1,650.00
50 yard claw truck disposal	1.00	EA	\$950.00	\$950.00
Default Group:				\$25,746.00
PROJECT TOTAL:				\$25,746.00

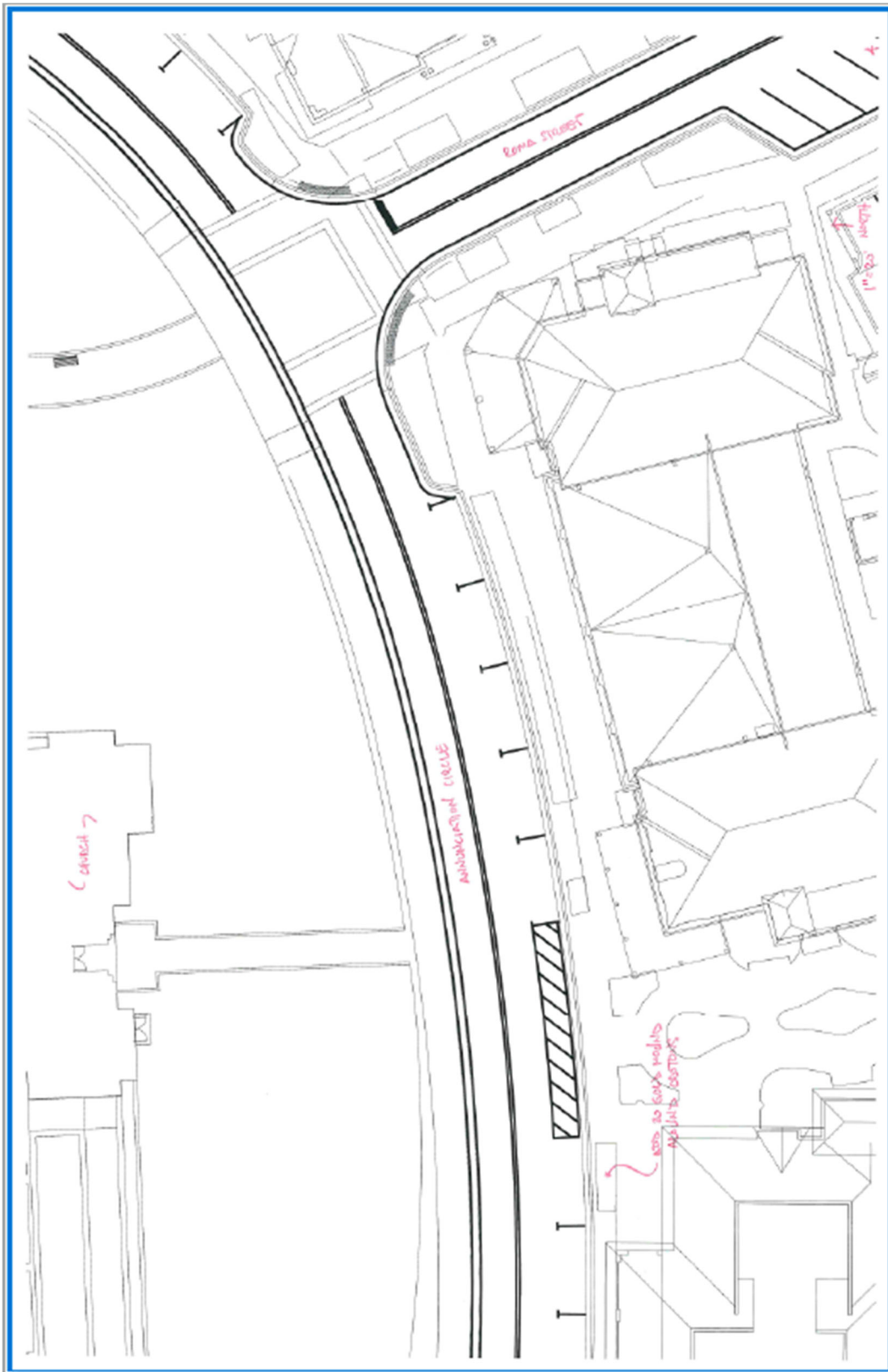


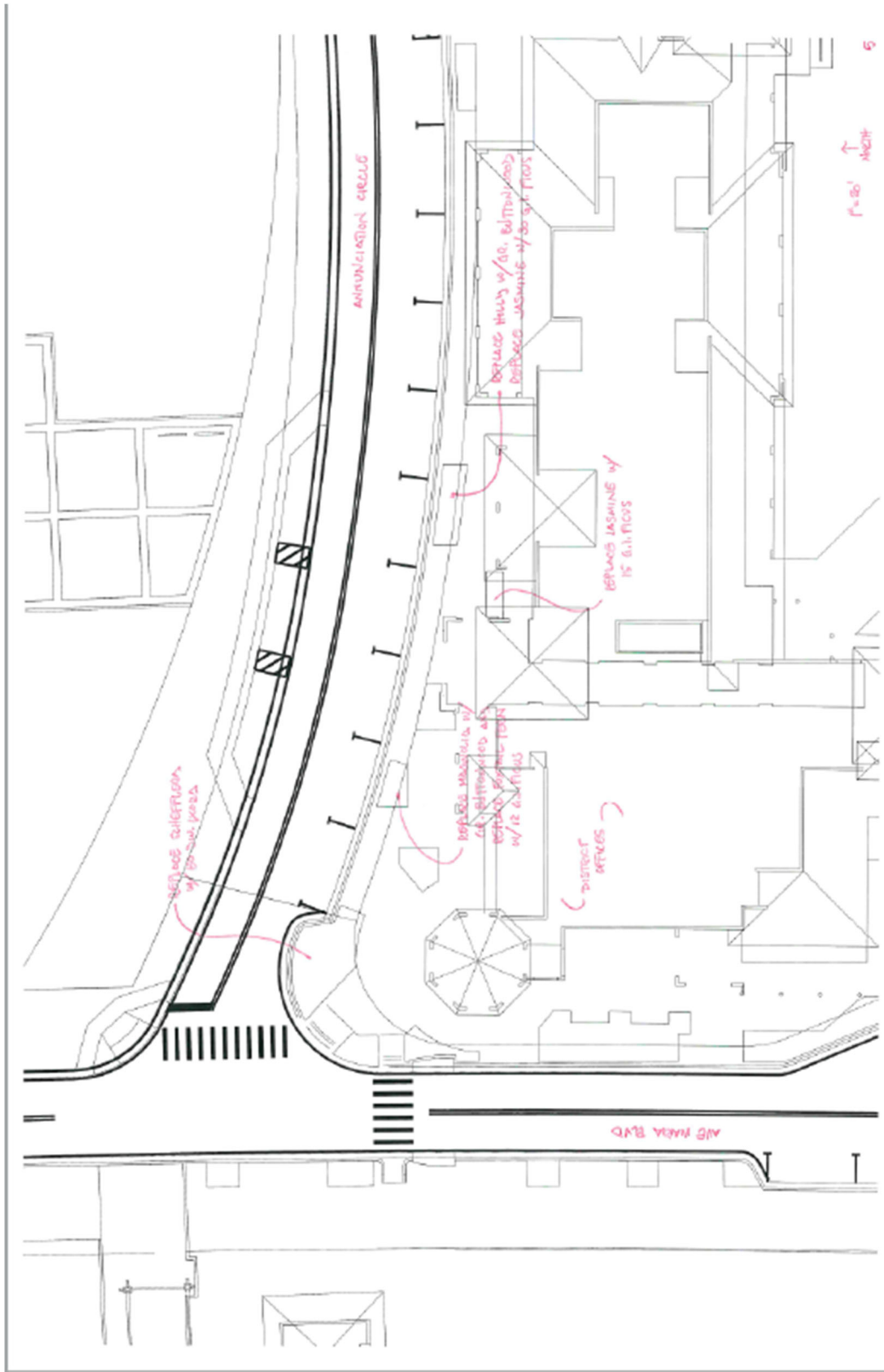












To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 26, 2025
Board Meeting Date: April 1, 2025

SUBJECT

Reserve Study Funding Update for Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive an update on Funding the Reserves.

GENERAL INFORMATION

Reserve Advisors and District staff provided the Board of Supervisors an update to the reserve study at the March 4, 2025 regular Board meeting. District staff has continued to update the reserve components and quantities in the expenditures table provided by Reserve Advisors to include known buildout infrastructure. Staff will continue to update the timing of any deferred expenditures or additions to the expenditures table annually. Table 1 includes a snapshot of the reserve expenditures for the next ten years. The mill and overlay of the asphalt pavement in 2027 and 2028 are the most significant expenses. The repairs/replacements to the shared use path, catch basins, curbs, and sidewalk are ancillary to the mill and overlay. As staff previously explained, replacements to the irrigation sprinkler system including electrical components is planned throughout the District, phased over nine (9) years. A miscellaneous line item was also added to the reserve expenditures to capture unknown infrastructure improvements that may be required.

The reserve expenditures along with the buildout assessment methodology were utilized to determine the buildout reserve contribution required to build and maintain a healthy and sustainable reserve fund. It was determined, through multiple iterations, that \$1.7M is required for the reserve buildout budget to adequately fund the reserves over time and not go into a deficit. Reference Table 2 for the Reserve Methodology based on the reserve buildout budget of \$1.7M. Note that the buildout assessment methodology needs to be finalized by Real Estate Econometrics at the Board's direction.

The preliminary buildout reserve methodology rates based on land use are directly linked to reserve assessment breakdown table that includes cash inflows and expenditures. The annual reserve collection by land use begins in 2026 based on the buildout reserve methodology. The reserve collection increases annually by an assumed CPI rate of 2.5%. Based on the buildout

methodology, the reserve account will collect \$923,932 in 2026. This results in an annual reserve assessment of \$147 for a single family home. The reserve assessment breakdown by land use is included in Table 3 below, for the next ten (10) years. It should be noted that the reserve funding plan that Reserve Advisors created did not include funding infrastructure improvements through future master bonds, nor did it consider the buildout budget that the District uses for Operation & Maintenance Assessments.

As previously discussed, staff recommends funding certain infrastructure replacement with future master bonds anticipated to be secured by assessments paid by future residents, not current residents. The current reserve funding plan includes funding certain infrastructure replacement with future master bonds through 2030. The remaining reserve components will be funded through the reserve fund. The infrastructure projects proposed to be funded with future master bonds are shown in red in Table 1. A recommended reserve funding table for the next ten years is included below. Tables 1, 2, and 3 are attached to this memorandum.

Recommended Reserve Funding Table		
Year	Reserve Contributions	Reserve Balances
2025	0*	\$379,000
2026	\$923,932	\$952,931
2027	\$1,022,806	\$496,933
2028	\$1,136,945	\$20,252
2029	\$1,290,892	\$607,904
2030	\$1,404,766	\$1,264,330
2031	\$1,533,212	\$2,000,473
2032	\$1,666,250	\$841,754
2033	\$1,795,844	\$488,527
2034	\$1,938,441	\$1,458,470
2035	\$2,052,116	\$2,977,593

*Reserve currently collected through O&M Budget (\$27,500)

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

TBD

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel reiterates a reserve funding is not statutorily required for an independent special district and notes references to association terms in the reserve study should not be interpreted to obligate the District to any statutory requirements of associations.

FUNDING REVIEW

TBD

Attachments

Table 1: Reserve Expenditures (next 10 years)

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	TOTAL
Property Site Elements																
4.040	110,829	110,829	SY	Asphalt, Mill & Overlay, Ave Maria Blvd			1,843,171									1,843,171
4.041	25,000	25,000	SY	Asphalt, Mill & Overlay, Anthem Parkway Phase 5A												0
4.042	20,350	20,350	SY	Asphalt, Mill & Overlay, Anthem Parkway Phase 5B												0
4.043	15,100	15,100	SY	Asphalt, Mill & Overlay, Arthrex Commerce Park, Phase 3A												0
4.044	9,250	9,250	SY	Asphalt, Mill & Overlay, Arthrex Commerce Park, Phase 3B												0
4.045	10,360	10,360	SY	Asphalt, Mill & Overlay, Sod Farm, Phase 1												0
4.046	10,360	10,360	SY	Asphalt, Mill & Overlay, Sod Farm, Phase 2												0
4.047	0	0	Misc.	Miscellaneous			300,000	307,500	315,188	346,706	381,377	419,515	461,466	507,613	532,993	3,572,357
4.048	74,137	74,137	SY	Asphalt, Mill & Overlay, PJP2, Park of Commerce, & Town Core			1,276,109									1,276,109
4.049	11,669	11,669	SY	Asphalt, Mill & Overlay, Arthrex Commerce Drive									238,555			238,555
4.050	18,003	18,003	SY	Asphalt, Mill & Overlay, Anthem Parkway, Phase 1												0
4.051	16,973	16,973	SY	Asphalt, Mill & Overlay, Anthem Parkway, Phase 2 & 3												0
4.052	5,159	5,159	SY	Asphalt, Mill & Overlay, Anthem Parkway, Phase 4												0
4.080	37,300	6,217	SY	Asphalt Shared-Use Path, Phased			175,760	181,911					216,053			573,724
4.090	3	3	EA	Bridge & Box Culvert Crossings, Inspections, Paint Applications & Cap				86,064								86,064
4.091	575	575	LF	Bridge & Box Culvert Crossings, Railings, Iron, Replacements												0
4.100	2,300	383	EA	Catch Basins, Inspections and Capital Repairs, Phased			191,252	197,946					235,098			624,296
4.101	1	1	Allow	Catch Basins, Drainage Pipes & Outflows, Inspections & Capital Repa												0
4.110	168,600	3,750	LF	Concrete Curbs and Gutters, Partial			124,731	129,096					153,326			407,153
4.140	428,800	8,580	SF	Concrete Sidewalks, Partial			114,154	118,149					140,324			372,626
4.400	9	1	Allow	Irrigation System, Landscaping, Replacements, Electrical Wiring & Clo		350,001	362,251	374,930	388,053	401,635	415,692	430,241	445,300	460,885		3,628,987
4.560	291	17	EA	Light Poles and Fixtures, Fiberglass, Phased												0
4.800	1	1	Allow	Signage, Renovation, CKR, Entrance Feature								1,975,214				1,975,214
4.801	1	1	Allow	Signage, Renovation, OWR, Entrance Feature												0
4.810	475	119	EA	Signage, Replacement, Street and Traffic, Phased			210,656	218,029					258,951			687,636
Anticipated Expenditures, By Year (\$64,561,777 over 30 years)					0	350,001	3,321,975	2,889,735	703,240	748,341	797,069	2,824,969	2,149,072	968,498	532,993	15,285,893

Table 2: Reserve Methodology Based on Buildout Budget

Total Estimated Reserve Buildout Budget =		\$1,700,000										
RESERVE METHODOLOGY												
Land Use		Number of Units	ITE Code	Per Unit	Total Number of Trips	Percent of Total Trips	External Trip Generation Discount	Adjusted Trips Generated	Trip Generation Allocation %	Total Benefit Allocation	Revised Per Unit O&M Assessment	
Residential		10,350	210	9.430	97,601	78.26%	18.00%	80,032	89.30%	\$1,518,094	\$146.68	
Middlebrook - Affordable Housing		48	230	4.810	231	0.19%	80.00%	46	0.05%	\$876	\$18.25	
Apartments		602	220	5.440	3,275	2.63%	75.00%	819	0.91%	\$15,530	\$25.80	
ALF Apartments		275	254	2.020	556	0.45%	75.00%	139	0.15%	\$2,634	\$9.58	
Goods and Services		1,078,943	710	0.011	11,868	9.52%	80.00%	2,374	2.65%	\$45,025	\$0.04	
Mini Warehouse (Self Storage)		40,400	151	0.001	59	0.05%	50.00%	29	0.03%	\$556	\$0.01	
Light Manufacturing		711,000	140	0.005	3,377	2.71%	5.00%	3,208	3.58%	\$60,858	\$0.09	
Hotel		300	310	7.990	2,397	1.92%	20.00%	1,918	2.14%	\$36,374	\$121.25	
Institutional - AM University		2,000	550	1.560	3,120	2.50%	84.00%	499	0.56%	\$9,469	\$4.73	
Private K-12 School		900	532	2.480	2,232	1.79%	75.00%	558	0.62%	\$10,584	\$11.76	
Total					124,715	100.00%		89,622	100.00%	\$1,700,000	\$338	

Table 3: Reserve Assessment Breakdown (for next 10 years)

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Lots	500	500	500	500	500	500	500	500	204	-
Residential (Platted Lots)	6,146	6,646	7,146	7,646	8,146	8,646	9,146	9,646	10,146	10,350
Townhomes	48	48	48	48	48	48	48	48	48	48
Total	6,194	6,694	7,194	7,694	8,194	8,694	9,194	9,694	10,194	10,398
Commercial Properties										
Apartments	-	-	300	300	300	300	600	602	602	602
ALF Apartments	-	-	275	275	275	275	275	275	275	275
Goods and Services	219,138	219,138	219,138	369,138	369,138	369,138	369,138	369,138	519,138	519,138
Mini Warehouse (Self Storage)	40,400	40,400	40,400	40,400	40,400	40,400	40,400	40,400	40,400	40,400
Light Manufacturing	427,001	427,001	427,001	427,001	427,001	527,001	527,001	527,001	527,001	527,001
Hotel	-	-	-	300	300	300	300	300	300	300
Institutional - AM University	1,376	1,426	1,476	1,526	1,576	1,626	1,676	1,726	1,776	1,826
Private K-12 School	467	497	527	557	587	617	647	677	707	737
District Reserve Rates (CPI increases - 2.5%)										
Residential	146.68	150.34	154.10	157.95	161.90	165.95	170.10	174.35	178.71	183.18
Middlebrook - Affordable Housing	18.25	18.70	19.17	19.65	20.14	20.65	21.16	21.69	22.23	22.79
Apartments	25.80	26.44	27.10	27.78	28.48	29.19	29.92	30.66	31.43	32.22
ALF Apartments	9.58	9.82	10.06	10.32	10.57	10.84	11.11	11.39	11.67	11.96
Goods and Services	0.04	0.04	0.04	0.04	0.05	0.05	0.05	0.05	0.05	0.05
Mini Warehouse (Self Storage)	0.01	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.02	0.02
Light Manufacturing	0.09	0.09	0.09	0.09	0.09	0.10	0.10	0.10	0.10	0.11
Hotel	121.25	124.28	127.38	130.57	133.83	137.18	140.61	144.12	147.73	151.42
Institutional - AM University	4.73	4.85	4.97	5.10	5.23	5.36	5.49	5.63	5.77	5.91
Private K-12 School	11.76	12.05	12.36	12.66	12.98	13.31	13.64	13.98	14.33	14.69
Annual Reserves Assessments Collected										
Residential	864,800	961,591	1,062,682	1,168,226	1,278,383	1,393,317	1,513,199	1,638,205	1,768,515	1,877,207
Middlebrook - Affordable Housing	876	898	920	943	967	991	1,016	1,041	1,067	1,094
Apartments	-	-	8,131	8,334	8,543	8,756	17,950	18,460	18,922	19,395
ALF Apartments	-	-	2,768	2,837	2,908	2,980	3,055	3,131	3,210	3,290
Goods and Services	9,145	9,373	9,608	16,589	17,004	17,429	17,864	18,311	26,395	27,055
Mini Warehouse (Self Storage)	556	569	584	598	613	629	644	660	677	694
Light Manufacturing	36,549	37,463	38,400	39,360	40,344	51,036	52,312	53,620	54,961	56,335
Hotel	-	-	-	39,171	40,150	41,154	42,183	43,237	44,318	45,426
Institutional - AM University	6,515	6,920	7,342	7,780	8,236	8,710	9,202	9,714	10,245	10,797
Private K-12 School	5,492	5,991	6,512	7,054	7,620	8,210	8,824	9,464	10,131	10,824
Total Assessments Collected	923,932	1,022,806	1,136,945	1,290,892	1,404,766	1,533,212	1,666,250	1,795,844	1,938,441	2,052,116
Cash Inflows in Reserve Account	923,932	1,022,806	1,136,945	1,290,892	1,404,766	1,533,212	1,666,250	1,795,844	1,938,441	2,052,116
Cash Outflows from Reserve Account	(350,001)	(1,478,804)	(1,613,626)	(703,240)	(748,341)	(797,069)	(2,824,969)	(2,149,072)	(968,498)	(532,993)
Reserve Surplus (Deficit)	573,931	(455,998)	(476,681)	587,652	656,425	736,143	(1,158,719)	(353,227)	969,943	1,519,123
<i>Reserve Surplus (Deficit) Cumulative</i>	<i>952,931</i>	<i>496,933</i>	<i>20,252</i>	<i>607,904</i>	<i>1,264,330</i>	<i>2,000,473</i>	<i>841,754</i>	<i>488,527</i>	<i>1,458,470</i>	<i>2,977,593</i>

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 17, 2025
Board Meeting Date: April 1, 2025

SUBJECT

Discuss District Facility and Staff Planning.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss District Facility and Staff Planning.

GENERAL INFORMATION

On March 5, 2025, Supervisor Casalanguida requested a discussion regarding District facility and staff planning for the April 1, 2025 regular board meeting. For many years, the Board of Supervisors have been asking about a permanent building for District staff and for meeting space for Board meetings. Staff acknowledges that this will take time and planning and is prepared to start the process. Supervisor Casalanguida suggested the following items should be placed on the agenda for discussion with the goal of getting Board approval to include this effort into the 2026 budget and work program:

- Evaluate existing staffing and facilities
- Set up a planning session with the Board of Supervisors and the landowner to discuss the desired level of service including a discussion about the level of insourcing vs outsourcing now through build out
 - Staffing and facilities
- Budget a modest amount of funds for 2026 to develop a staffing and facilities master plan through build out
 - The master plan should include a section on upfront costs and ongoing O&M

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Not applicable.

Ave Maria Stewardship Community District
Budget vs. Actual
October 2024 through February 2025

	Oct '24 - Feb 25	24/25 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	198.90	734.00	-535.10	27.1%
01-1131 · Supervisor Fees	2,600.00	9,600.00	-7,000.00	27.08%
01-1310 · Engineering	39,884.35	90,000.00	-50,115.65	44.32%
01-1311 · Management Fees	29,166.65	70,000.00	-40,833.35	41.67%
01-1313 · Website Management	1,041.65	2,500.00	-1,458.35	41.67%
01-1314 · District Manager - on site	116,666.65	280,000.00	-163,333.35	41.67%
01-1315 · Legal Fees	28,006.05	100,000.00	-71,993.95	28.01%
01-1320 · Audit Fees	0.00	18,300.00	-18,300.00	0.0%
01-1330 · Arbitrage Rebate Fee	650.00	3,900.00	-3,250.00	16.67%
01-1440 · Rents & Leases	0.00	1,000.00	-1,000.00	0.0%
01-1441 · Travel & Lodging	1,871.71	10,000.00	-8,128.29	18.72%
01-1450 · Insurance	103,040.00	120,000.00	-16,960.00	85.87%
01-1480 · Legal Advertisements	2,699.20	8,000.00	-5,300.80	33.74%
01-1512 · Miscellaneous	997.09	10,000.00	-9,002.91	9.97%
01-1513 · Postage and Delivery	1,103.98	3,000.00	-1,896.02	36.8%
01-1514 · Office Supplies	1,502.40	3,500.00	-1,997.60	42.93%
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	12,335.00	40,000.00	-27,665.00	30.84%
01-1734 · Continuing Disclosure Fee	0.00	12,000.00	-12,000.00	0.0%
01-1735 · Assessment Roll	0.00	25,000.00	-25,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	7,850.00	0.00	7,850.00	100.0%
01-1808 · Irrigation Repair	102,155.22	205,000.00	-102,844.78	49.83%
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%
01-1815 · Miscellaneous Maintenance	41,589.31	75,000.00	-33,410.69	55.45%
01-1816 · Electric-Streetlights,Landscape	54,623.97	150,000.00	-95,376.03	36.42%
01-1817 · Maintenance Street Sweeping	0.00	30,000.00	-30,000.00	0.0%
01-1818 · Striping & Traffic Markings	125,224.00	250,000.00	-124,776.00	50.09%
01-1819 · Street Light Maintenance	36,221.84	140,000.00	-103,778.16	25.87%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2024 through February 2025

	Oct '24 - Feb 25	24/25 Budget	\$ Over Budget	% of Budget
01-1820 · Maint Sidewalk/Curb Repairs	32,672.00	200,000.00	-167,328.00	16.34%
01-1830 · Maintenance Contracts	380,811.00	729,793.00	-348,982.00	52.18%
01-1831 · Tree Trimming	3,325.00	160,000.00	-156,675.00	2.08%
01-1832 · Storm Cleanup - Landscaping	15,212.50	26,250.00	-11,037.50	57.95%
01-1833 · Plant Replacement	32,218.10	200,000.00	-167,781.90	16.11%
01-1834 · Mulch	106,148.00	150,000.00	-43,852.00	70.77%
01-1839 · Entry Feature/Near Well Water	4,024.72	5,500.00	-1,475.28	73.18%
01-1841 · Maintenance Irrigation Water	41,519.47	93,713.00	-52,193.53	44.31%
01-1842 · Maint Fountain/Repair	7,387.43	50,000.00	-42,612.57	14.78%
01-1843 · Maintenance Rodent Control	6,875.00	25,000.00	-18,125.00	27.5%
01-1844 · Maint Equipment Repair	122.85	8,400.00	-8,277.15	1.46%
01-1845 · Maint Signage Repair	23,135.00	20,000.00	3,135.00	115.68%
01-1846 · Maint Storm Drain Cleaning	26,038.21	52,500.00	-26,461.79	49.6%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	42,527.12	81,113.00	-38,585.88	52.43%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	36,024.00	64,890.00	-28,866.00	55.52%
01-1853 · Maintenance Small Tools	884.04	7,500.00	-6,615.96	11.79%
01-1854 · Maint Miscellaneous Repairs	250.00	30,000.00	-29,750.00	0.83%
01-1855 · Maint Vehicle Lease/Fuel/Repair	1,699.77	35,000.00	-33,300.23	4.86%
01-1859 · Maint-Administrative Supplies	2,100.00	0.00	2,100.00	100.0%
01-1863 · Maint Base Management Fee	9,600.00	23,000.00	-13,400.00	41.74%
01-1867 · Asset Management & Software	59,342.39	139,000.00	-79,657.61	42.69%
01-1869 · Operations Team Salaries	183,333.35	462,000.00	-278,666.65	39.68%
01-1871 · Verizon - Internet	876.80	0.00	876.80	100.0%
01-1872 · Pressure Washing	65,442.00	60,000.00	5,442.00	109.07%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	11,750.00	15,000.00	-3,250.00	78.33%
01-1892 · Public Safety Projects	3,360.32	250,000.00	-246,639.68	1.34%
01-1893 · Capital Asset Purchase	0.00	110,000.00	-110,000.00	0.0%
Total Expenditures	1,806,282.04	4,773,043.00	-2,966,760.96	37.84%