



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
APRIL 7, 2026
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 7, 2026

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

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public on Agenda Items
- H. Approval of Minutes
 - 1. March 3, 2026 Regular Board Meeting Minutes.....Page 4
- I. Old Business
 - 1. AMSCD Projects Update.....Page 14
 - 2. Update Regarding Meeting Recording and Meeting Minutes
- J. New Business
 - 1. Consider Approval of Agreement between the District and Pelican Lawn & Landscaping for Annual Tree Trimming.....Page 16
 - 2. Consider Approval of an Agreement between the District and All-Clean Xteriors for Pressure Cleaning Services.....Page 30
 - 3. Consider Approval of an Agreement between the District and Swift Straw II, LLC for Furnishing and Installing Mulch.....Page 45
 - 4. Consider Resolution 2026-09 – Amending Policy Regarding Responding to Easement Encroachment Requests.....Page 59
 - 5. Consider Approval of Landscape and Irrigation Easement.....Page 67
- K. Administrative Matters
 - 1. Legal Report.....Page 74
 - 2. Engineer Report
 - 3. Manager’s Report
 - Financials.....Page 76
- L. Final Public Comments
- M. Board Member Comments
- N. Adjourn

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




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

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared
Yani Fernandez, who on oath says that he or she is a
Deputy Clerk of the Circuit Court of Collier County,
Florida; that the attached copy of advertisement,
Ave Maria Stewardship Community District Notice of
Regular Board Meeting of April 7, 2026 was published
on the publicly accessible website
<https://notices.collierclerk.com> as designated by Collier
County, Florida on 03/23/2026 until 03/24/2026.

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



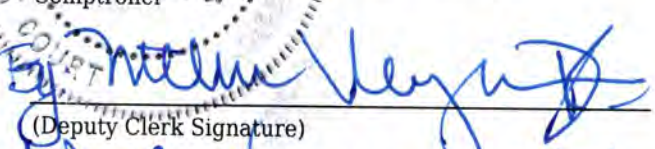
(Affiant Signature)



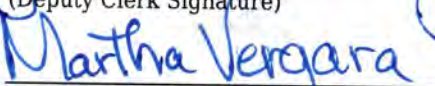
(Affiant Printed Name)

Sworn to and subscribed before me this 03/24/2026

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



(Deputy Clerk Signature)



(Deputy Clerk Printed Name)



Date

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING**

(APRIL 7, 2026)

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 7, 2026**, 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. April 6, 2026, 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 District's 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 Manager's 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 Manager's 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

PUBLISH: COLLIER COUNTY WEBSITE - BEGINNING AT MIDNIGHT ON MON, MARCH 23, 2026 & EXPIRING AT MIDNIGHT ON TUES., MARCH 24, 2026

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
MARCH 3, 2026
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**

A. CALL TO ORDER

The March 3, 2026, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 4:03 p.m. at the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142. It was noted that this meeting was being recorded.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published on the publicly accessible website <https://notices.collierclerk.com>, as designated by Collier County on February 23, 2026, until February 24, 2026, 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 (via Zoom)
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	Michael McElligot (via Zoom)	Special District Services, Inc.
General Counsel	Alyssa Willson	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Donny Diaz, Bill McDaniel, Jenna Buzzacco-Foerster and approximately fifteen members of the public. There were also approximately six people present via Zoom.

F. ADDITIONS OR DELETIONS TO AGENDA

Mr. Klucik stated that he wanted to discuss why we are recording the meeting; he wanted to know why we are recording if the Board did not decide that it be recorded. Ms. Willson explained that, collectively staff discussed and it was decided to record meetings as certain items were questioned in the past and to ensure accuracy of meeting minutes which are including more details. Mr. Klucik stated that he appreciated that it would be recorded and asked when the recording would be available. Mr. McElligott confirmed that he would check with Mr. Pierman [with SDS]. Mr. DiFlorio asked if the recording would be available to all [via the District website] or only via a public record request. Discussion ensued regarding the availability of the recording. Ms. Holland stated that she would look into these questions and would report back, including if there was a cost to have the recordings posted on the website so the residents can click on links to view past meetings.

Ms. Holland advised that there was an event at the Master Association this evening that begins at 7:00 p.m. She stated that the Board Meeting needed to adjourn by 6:30 p.m. at the latest. She apologized for any inconvenience but stated that she hoped all items that require a Board vote could be completed before 6:30 p.m. and will reconvene the meeting at another time, if necessary.

Ms. Holland requested to move Item K.1. Legal Report to the first item under New Business. She explained that this request was pursuant to her conversation with Mr. Klucik yesterday regarding legal counsel. After discussion amongst the Board, it was agreed to move Item K.1. to be heard after Item I.1. Old Business.

The Board unanimously agreed in approving the agenda, as amended.

G. COMMENTS FROM THE PUBLIC

Mr. Carlos Figueroa, a resident of Ave Maria, read a letter into the record regarding the urban map calculation and asked that it be included with the meeting minutes [will be included if authorized by the Board]. He was requesting written clarification so the residents understand the path toward full resident control of the Board. Mr. Klucik responded that he had the answers to several of Mr. Figueroa's questions and he provided a response to Mr. Figueroa.

Mr. Tony Tozzi, a resident of Ave Maria, spoke regarding the urban map. He began by thanking Ms. Holland for her service and responsiveness to his questions and requests for information. He reiterated what Mr. Figueroa stated earlier, but believes this goes beyond clarification. He stated that the current urban map methodology will never get to Seats 4 and 5 and he does not believe this is what the legislation intended. Mr. Tozzi believes there may be a flaw in the statute. He questioned if the language could be revised to change the percentages required for seat turnover. Mr. Tozzi acknowledged that he spoke with Ms. Holland about the potential in changing the methodology for determining Board seats.

Mr. John Lanham, a resident of Ave Maria, stated that the Board was in a tough spot, and that the community had fractured in the past two months. He encouraged the Board to do what they could within the rules. He reminded the Board that the developer had a vision and he was counting on the Board to make sure they are adhering to the rules and providing common sense leadership.

H. APPROVAL OF MINUTES

1. January 6, 2026, Regular Board Meeting

The minutes of January 6, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Casalanguida, seconded by Ms. Robertson and passed unanimously approving the minutes of the January 6, 2026, Regular Board Meeting, as presented.

2. January 21, 2026, Evaluation Committee Meeting Minutes

The minutes of the January 21, 2026, Evaluation Committee Meeting for the Prequalified Contractor RFQ were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the January 21, 2026, Evaluation Committee Meeting, as presented.

I. OLD BUSINESS

1. AMSCD Projects Update

Ms. Holland stated that the District project updates were provided in the meeting book. Mr. Klucik stated that the projects were not legible as presented. Ms. Holland confirmed she would revise the format of the projects update for the next meeting book.

Ms. Holland noted a few key project updates. She stated that the District would be preparing the bid package for Arthrex Commerce Park Phase 3. Ms. Holland provided an exhibit for the Supervisors and presented the exhibit on the TV screen. She noted that the bid package would include the roadway and berm previously designated to be funded with 2025 bonds, plus an additional roadway, faux bridge, and offsite turn lane improvements that will require a funding agreement with AMD (Ave Maria Development) with the intention to reimburse with 2027 bonds. Mr. Klucik asked why we were proposing another entrance to Ave Maria and if it would disrupt traffic or be used as a cut-through to Ave Maria Boulevard. Ms. Holland explained that the entrance was specifically for the business park. Mr. Casalanguida confirmed that Collier County did not want more access points but confirmed that this entrance would alleviate traffic on Ave Maria Boulevard and that the proposed entrance would do a better job dispersing traffic. Mr. DiFlorio stated that he would like to see license plate readers (LPRs) installed at this ingress/egress. Ms. Holland agreed and confirmed that she would facilitate.

Ms. Holland also noted that the Town Core Building 3 pedestrian improvements were completed by AMD, along with the pedestrian and landscape improvements in front of Blue Boutique and Pack-N-Ship. Ms. Holland noted that she received draft design plans for the entry feature on Ave Maria Boulevard, but she was requesting some changes and hoped to present the design alternatives in April. Mr. Tryka is still awaiting pricing for the flashing speed limit sign on Seton Street. The project list has been updated to include all additional projects.

2. Legal Report

Ms. Holland began the discussion by stating in mid-January, Mr. Klucik filed a grievance with the Florida Bar against Ms. Alyssa Willson. He filed as an individual, not on behalf of the Board of Supervisors. The grievance is not public information and she has not seen its contents. Ms. Holland stated that District staff takes this matter very seriously. After being notified about the grievance by Mr. Klucik, Ms. Willson sent an email to the Board of Supervisors, a copy of which is included in the meeting book pursuant to the request of Mr. Klucik. The email was sent prior to receiving the official grievance from the Florida Bar.

Ms. Holland stated that the District Manager was the Administrator for the Board of Supervisors and that she had no control or responsibility over the contract for District legal counsel. She indicated that she and Mr. Klucik had spoken about this matter at length and he has asked her about seeking outside legal counsel until this matter has been resolved. Ultimately, this is a Board decision, not a decision for the District Manager.

Mr. Klucik stated that he was concerned about the quality of legal representation and it seemed like the advice was in favor of the developer. Mr. Casalanguida confirmed that Mr. Klucik was not speaking on behalf of the Board. Mr. Klucik stated that he expressed his concerns with Ms. Willson during the January meeting regarding a resolution and meeting minutes. Mr. Klucik stated that he checked the status of the legislation for the boundary amendment, and he saw that Ms. Willson and Mr. Johnson had appeared on behalf of Barron Collier and he believed that this was an ethics violation, and as a result, he filed a Bar complaint and also believes it is an ethics violation of the Florida Statutes. Mr. Klucik believes that Ms. Willson should have provided the Board notice of representing the developer. He questions taking legal advice and believes the Board should have outside counsel. Mr. Casalanguida stated that Mr. Klucik filed the complaint, not the Board, and he does not believe we need outside counsel. He asked how many special districts Ms. Willson's firm represents and how many she represents. Ms. Willson stated that Kutak Rock represents over 400 special districts, and she represents 21 special districts currently. Mr. Casalanguida and Ms. Willson conversed regarding her firm and Mr. Casalanguida inquired as to whether any of her office's attorneys had been fired ethical violations. Ms. Willson responded not to her knowledge. Mr. Casalanguida stated that he believed bullying was going on and he will not tolerate it, among other various items related to Ms. Willson and her representation of the District. Mr. Klucik responded to Mr. Casalanguida's statements and conversed with Ms. Willson. Discussion ensued amongst the Board, mostly led by Mr. Klucik. Ms. Robertson responded to Mr. Klucik's accusation that Ms. Willson did not catch the issue with the urban map; she stated that there was nothing to catch. Mr. Casalanguida confirmed that there was nothing Ms. Willson did not catch with respect to the urban map, he stated that there was nothing to hide and that all Boards turn over. Discussion continued about the urban map and the 4th and 5th Seats. Mr. Roth stated that Mr. Klucik brought up the 4th and 5th Seats before he was elected to the Board. Mr. Klucik disagreed, and Mr. Roth replied that he may be wrong, but he recalls that he brought this up years ago. Mr. DiFlorio asked if we could table this topic until the Bar hearing.

Mr. Casalanguida made a **motion** to table this topic until the Bar had rendered a decision.

Mr. Klucik made a **motion** that the Board hire independent counsel. The **motion** failed for lack of a second.

Mr. Klucik made a **motion** that the Board recuse the current attorney from participating in or providing legal advice on any items agenda related to the transition of Board seats or landowner to voter ratios, and Mr. DiFlorio stated that he could **second** this, and asked if this was in reference to the item on the agenda tonight. He asked if tonight's item was pressing. Ms. Willson confirmed that it was not pressing to consider the urban map item tonight if the Board wished to consider it at a later time. Mr. Casalanguida stated that Ms. Willson was capable of providing guidance on this metric of urban area map to something more currently used [to determine Board seat turnover] and guiding the Board to have staff bring back something for the Board to consider exploring all options and stated that the Board would have the opportunity to decide the best metric [to determine Board seat turnover]. Mr. DiFlorio **withdrew his second** and made a **motion** to table the discussion related to the legal report until the Bar association has made their ruling, seconded by Mr. Casalanguida. Mr. Roth asked for further discussion.

Mr. Klucik stated that he was going to read two items related to the **motion** into the record and asked that they be included with the meeting minutes. Mr. Klucik read his statements into the record [and they will be included if authorized by the Board]. Mr. Roth asked Mr. Klucik to give his notices to the District Manager so she can submit them to the proper people. Mr. Roth asked for any further discussion, and

hearing none, called the question, all those in favor of the **motion** [to table discussion of legal counsel until the Florida Bar decision], and it was approved.

3. Update on Requesting Support from Collier County for Maintenance of District Improvement

Ms. Holland introduced Mr. Casalanguida to present the update and stated that a letter from the Civic Association in support of the District's request was included in the meeting book. Mr. Casalanguida stated that he and the District Manager met with [Collier] County Manager Amy Patterson and Transportation Administrator Trinity Scott from Collier County. He stated that they were not comfortable funding maintenance of the roads at this time, but that the District could re-petition again once the connection has been made on Ave Maria Boulevard to Immokalee Road when the road is an interconnect between two County arterial roads. However, the County was agreeable to two other items that are positive, the first included maintenance of the streetlights on Oil Well Road. They may potentially incorporate those lights into their lighting district. The other positive item is that they are willing to donate the County-owned one-acre land back to the District. The County was previously donated an acre of land near the Fire Station. The County has no intention of building on this land in the near future but County staff indicated the County is willing to donate this land back to the District, deed restricted for government use, and would like to use the building for shared use purposes. Both of these items will need to go before the Board of Collier County Commissioners for approval. The Board agreed that it was in the best interests of the District to pursue these opportunities. Mr. Klucik asked if bond funds could be used to construct the government building. Discussion ensued regarding funding options. Mr. Klucik stated that up until now, the bond financing plan is presented and the Board has approved the plan, but now the Board should be able to assert use of bond funding. Discussion ensued and the Board **motioned** to direct staff to continue to work with Collier County regarding maintenance of the street lights and develop the outline of the business terms and conditions for the land donation to the District; once that has been done, bring it back to the Board for consideration. In response to audience inquiry and Board discussion, Ms. Willson confirmed that no decision would be made without coming back to the Board for either of these items.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously directing staff to continue working with Collier County and provide updates to the Board, as presented.

J. NEW BUSINESS

1. Prequalified Contractor RFQ

Ms. Holland introduced this item, indicating that staff had published the Request for Qualifications (RFQ) for publication of the prequalification submittals on Collier County's website and qualifications were due by January 12, 2026. Staff received eight (8) statements of qualification. An Evaluation Committee Meeting was held on January 21, 2026, and all contractors were deemed qualified. The District Engineer provided a written recommendation for the Board, included herein.

a. Presentation of Evaluation Committee's Recommendation for Prequalified Contractor Applicants

Mr. Tryka presented the Evaluation Committee's recommendation. He explained that staff was trying to add contractors to the existing list. He explained that we will be able to expand our landscaping and irrigation contractors and now have an electrical contractor and a few more general contractors. Mr. Tryka explained that if the Board approves the Committee's recommendation, this would bring the list of prequalified contractors from 11 to 19 (adding 8 more).

b. Consider Resolution No. 2026-07 – Adopting Prequalified Contractors List

Resolution No. 2026-07 was presented, entitled:

RESOLUTION NO. 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING THE PREQUALIFIED CONSTRUCTION AND MAINTENANCE CONTRACTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Holland presented the resolution and indicated that staff was requesting Board consideration of the qualifications and approval of Resolution 2026-07 Adopting Prequalified Construction and Maintenance Contractors. Mr. Casalanguida asked if we do not feel comfortable with a bid, do we have to use the prequalified contractors? Ms. Willson confirmed that in the Board’s discretion, it does not have to use the prequalification list of contractors and could procure with other methods and explained the statutory procurement thresholds. Ms. Willson added that the dates on Exhibit A needed to be updated to reflect today’s meeting date.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously adopting Resolution 2026-07 – Adopting Prequalified Contractors List, as amended with updated dates on Exhibit A.

2. Consider Amendment No. 5 to Agreement with Davey Tree Expert Company

Ms. Holland presented the item, explaining that the history of the District’s agreement and amendments were included in the agenda memo related to this item found in the meeting book. The proposed Fifth Amendment to the agreement includes landscape and irrigation maintenance for the new section of Anthem Parkway Phase 5B. These costs are consistent with the existing agreement for the required services. Ms. Holland noted that the proposed FY 2025/2026 budget includes the additional landscape and irrigation costs that were anticipated with Anthem Parkway Phase 5B and that she previously advised the Board that this amendment for the Anthem Parkway Phase 5B landscape and irrigation maintenance was forthcoming. Ms. Holland summarized the costs associated with the landscape and irrigation maintenance, including the proposed amendment as follows:

Current Approved Agreement = \$939,786.82 (contractual cost) + Anthem Parkway Phase 5B = \$41,400

Total Amended Cost = \$981,186.82

The current budget for FY 2025/2026 for landscape and irrigation maintenance is \$1,050,000 and noted that we were still within our budget even with this amendment.

Mr. DiFlorio asked staff if they anticipated any problems keeping up with the current maintenance plus the additional area. Mr. Diaz responded that staff did not anticipate any issues with Davey keeping up with District maintenance. They have a new project manager and staff has been pleased with their service this year. They are prompt to address any issues that arise. Mr. Roth asked when their contract was up. Ms. Holland stated that she believed we were on the second extension with potentially two more extensions, if approved by the Board.

A **motion** was made by Mr. Casalanguida, seconded by Ms. Robertson and passed unanimously approving Amendment No. 5 to the Agreement with Davey Tree Expert Company, as presented.

3. Urban Area Map

Ms. Holland presented this item and noted for the record that the map that was included in the printed meeting book on Page 36 was updated after the books were printed. She provided an updated map to each Supervisor and indicated that the map on the District website had been updated.

She explained that on December 2, 2025, the Board unanimously authorized the District Engineer to complete the updates to the Urban Area Map, the initial step of the process. The Board authorized the map update using the District's original acreage of 10,805 due to anticipated Legislative action removing 1,001 acres from the District's boundary during the 2026 Legislative Session. However, District staff understands the District's boundary will not be amended during the 2026 Legislative Session and the District Engineer included the total 11,806 acres currently within the District's boundary in the updated Urban Area Map. She noted that this was a multi-meeting process and the next steps were included in the agenda memo in the meeting book. Ms. Holland introduced Mr. Tryka to present the update to the Urban Area Map.

a. Update on Urban Area Thresholds

The urban map update was presented on the TV screen. Mr. Klucik asked Mr. Tryka if he realized that we will never get to Seats 4 and 5, and asked who missed this. Mr. Tryka responded that he was tasked with following the law, as written, and applying the methodology to the map update. He explained that he does the calculation and stays within the engineering lane. He provided a detailed history of the urban map methodology and noted that his firm had represented Ave Maria as the District Engineer since inception. Mr. Tryka read the Act's definition of "urban area" for the record and emphasized the words "developed" and "inhabited." He explained how he determined how the urban area was included and explained all of the areas that were added since the last update. Mr. Klucik asked Mr. Tryka for the total number of acres that cannot be developed. Ms. Holland responded that she had spoken with Mr. Chris Scott [Senior Planner for Barron Collier] and he explained to her that [generally] you can take the District boundary minus the total amended SRA boundary, noting that this calculation would be based on the current development plan, which may change. Mr. Klucik explained his concept for applying the urban calculation, taking into account that a percentage of land can never be urbanized. He believed this was following the law that we have in a creative way. Mr. Tryka explained that the preserve areas were not included in urban map calculation, but they were included in the SRA boundary, [so this would need to be considered with Mr. Klucik's calculation]. Mr. Casalanguida stated that there were likely 4 or 5 ways to do this [determine Board seat turnover] and we want a process that is fair and equitable to everyone. Mr. Tryka added that there were two neighborhoods under construction that will be inhabited in the near future, which will add urban land to the map, but will still not trigger the 3rd seat [50%].

Mr. Tryka stated that staff had looked at other options to determine Board seat turnover metrics and one option was to move to a population-based metric. The urban map calculation was typical at the time Ave Maria was initially developed [and of adoption of the District's special act]. Mr. Casalanguida asked if other Districts had moved toward population-based metrics for Board seat turnover. Ms. Willson confirmed that yes; Lakewood Ranch was the first special district that was created [by the Florida Legislature] with the population-based metric in their Act. 16 [legislatively established] special districts currently use the population-based metric. West Villages Improvement District recently amended its special act during the last legislative session to convert their Board seat turnover metric from urban map to population based. Mr. Casalanguida asked about the timeframe for the process. Ms. Willson explained that this would require legislative action. The District would workshop this, then draft legislation would be presented to the Board, which will require Board approval to move forward. Ms. Willson recommends any [proposed] legislative action go before the Board of Collier County Commissioners for a statement of no objection, but this is not required [under Chapter 198, Florida Statutes]. Following the county meeting, the District would then need

to work with legislators to be considered at the legislative delegation meeting which would likely occur in November or December 2026, and file the bill by March 2027. [If wanting to meet a deadline for legislative consideration in 2027]. Ms. Willson recommends Board consensus in August 2026. Mr. Casalanguida stated that he believed we may want to move forward, but we need to learn more. Mr. Roth confirmed that today we were accepting the Urban Map but stated that we should give staff direction to move forward. Mr. DiFlorio asked if the population based guarantees the 4th and 5th Seats, and Ms. Willson confirmed that it would. Mr. Tryka returned to the urban map discussion and stated for the record that as more homes are sold, residents will [eventually] have more [landowner] votes than the landowner [developer]. Mr. Klucik asked who owned the land that cannot be developed. Mr. Casalanguida stated that the intent was to turn that land over to the District. Mr. Genson confirmed that the developer still had a few years left of performing exotic removal and initial maintenance of that area, but it will eventually be turned over to the District once it is ready. Once it is District land, the developer or landowner will not vote such acreage. District-owned land is not voted.

Discussion ensued amongst staff and the Board regarding the urban map and the process for the population metric. Mr. Klucik asked when we get to 50% for the 3rd seat if we can hold our own election, or if we have to cycle with the election cycle. Ms. Willson confirmed she would check the Act verbiage and confirm at the Workshop. Mr. Klucik asked why the Board and general public were not made aware of never being able to reach the 4th and 5th seats before now. Ms. Willson explained that we have always looked at it in the context of the language within the Act, based on the information that is available in accordance with the Act. She explained that the development plan was always evolving and referenced the recent SRA amendment. She implemented the Act requirements with the information that was available. Mr. Klucik, Mr. Casalanguida, and Ms. Willson conversed about the urban map, legal counsel, and Mr. Klucik's accusations. Mr. Casalanguida encouraged the Board work together and to take this opportunity to accept the map and give staff guidance moving forward.

b. Consider Resolution No. 2026-08 – Recognizing Presentation of Updated Urban Area Map

Resolution No. 2026-08 was presented, entitled:

RESOLUTION NO. 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RECOGNIZING PRESENTATION OF UPDATED URBAN AREA MAP; PROVIDING NOTICE OF PROCEDURE TO CONTEST UPDATED URBAN AREA MAP; AUTHORIZING DISTRICT STAFF TO REQUEST COUNTY ENGINEER TO PREPARE AND PRESENT MAP UPON RECEIPT OF CONTEST; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio approving and adopting Resolution 2026-08 – Recognizing Presentation of Updated Urban Area Map. Mr. Klucik stated that he would like to sunset the resolution requiring the map to be updated in one year. Discussion ensued regarding revisiting the map update in a year or two. Ms. Willson reminded the Board that this was a multi-meeting process and that we would see this again. The Board agreed that the resolution should be amended to add language in Section 5 to state "...shall remain in effect two years from the date of its passage before which time the District must adopt a new methodology for seat turnover." Mr. Casalanguida agreed to amending his **motion** as indicated above, and it passed unanimously.

Mr. Roth asked for Board direction for staff for the Workshop. The Board directed staff to provide a history of why this was and when it became apparent that this was in need of update, staying with the current path

needed to change, staying with the current but amending urban boundary definition, going to a population based model, and running models out to show how the seat turnover process would happen with each scenario. Mr. Klucik added that he wanted his scenario considered using the developable/undevelopable ratio he described earlier. Mr. DiFlorio stated that having a full resident Board had been discussed since he has been on the Board and he has no reason to believe it was the developer's intent to remain on the Board. Ms. Holland also asked for direction for a timeline and cost, as she acknowledges that this will be a process. She asked [if authorized] who would bring this before the legislature. Mr. Casalanguida replied that the District would be responsible for bringing this to the legislature. Discussion ensued about Workshops, dates, and if staff had enough time to gather this information. Mr. Roth confirmed that the Workshop discussion would include input from the residents. The Board agreed to hold the first Workshop prior to the Regular Board Meeting on May 5, 2026, at 2:30 p.m.

K. ADMINISTRATIVE MATTERS

1. Legal Report

There was no Legal Report at this time.

2. Engineer Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a. Financials

Ms. Holland indicated that the financials through January 2026 were included in the meeting book and that we were still tracking well so far. She advised the Board that the Master Association would be renovated in the near future and staff would be required to move the meeting location, likely to Del Webb.

L. FINAL PUBLIC COMMENTS

Ms. Holland read an email she received from Ms. Linda Jansen who was unable to attend today's meeting:

Hello Allyson,

Thank you for speaking to me yesterday regarding my concerns about a website called Ave Maria Citizens Alliance. As we discussed this website is full of misinformation as well as fake AI generated photos and videos depicting horrible images of our town. I have been living here over 7 years and am personally offended and very angry for what is portrayed here.

I'm asking how this is allowed to continue and if steps can be taken to stop or at least expose whoever is behind this. I know there is a meeting on 3/3 where I could have spoken about my concerns but I'm unable to attend as I will have a guest staying with me that week. Thank you for taking my concerns to the board. I look forward to hearing back as to what can be done.

Sincerely,

Linda Jansen

Mr. Klucik responded that he had nothing to do with this website or group.

Mr. Colker, a resident of Ave Maria, spoke regarding legal counsel. He stated that he was concerned with the Board not wanting to seek outside counsel regarding District items. He does not feel that it is appropriate to wait for the Bar to decide; he believes there may be a risk and the Board should take it seriously.

M. BOARD MEMBER COMMENTS

Mr. Klucik stated he does think there is a risk for the Supervisors. He stated that he was receiving legal advice about important matters and he requested that the Board not do that as the Board has not received written waivers.

Mr. Casalanguida stated that he does not like how Mr. Klucik treats people. He told Mr. Klucik that the landowner cares and he does not like his snide comments. He does not like the way Mr. Klucik comes down on people. He asked that Mr. Klucik take a step back and not be so divisive, and he confirmed he also would take a step back, so the Board can work together on District business in a cooperative way.

Mr. DiFlorio asked when the next bond issuance would be. Ms. Holland confirmed 2027. He stated that he believed everyone deserved to be heard and presumed innocent until proven otherwise. He does not believe the Board should remove Ms. Willson. Ms. Willson stated that her firm had a very rigorous conflicts analysis protocol, and Mr. Klucik interrupted with his thoughts regarding her firm’s protocol. The Board ensued a short discussion before Mr. Roth stated that we needed to adjourn the meeting.

N. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 6:40 p.m. on a **motion** made by Mr. Roth, seconded by Ms. Robertson, and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chairman

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: Q4 2025 IPS #4: Q3 2026	100% Design 90% Construction	\$10,264,854	*\$13,100,000	2023 and 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Phase 5A: Original scope of project is complete minus final lift of asphalt from Sta 7+00 to end (final lift and final striping to be installed in June 2026) Pursuant to coordination with CCPS, a sidewalk will be added to the south side of Anthem Pkwy between the western and eastern entrances of the Water Park, which will provide pedestrian connectivity along the south side of the road from Ave Maria Blvd to the mid-block crosswalk on Anthem Pkwy, serving the CCPS property. Design is in progress. IPS4: Irrigation pump station installation complete. Lake excavation, liner installation, and backfill (ballast) are complete. Lake banks will be sodded soon, and lake will be filled with water in April. Building design for irrigation pump station housing in progress.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	1st quarter 2025	3rd Quarter 2026	100% Design 75% Construction	\$8,394,852	*\$9,609,525	2023 and 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Ph 5B-1: 1st lift of asphalt installed and roadway is open. Landscape installation in progress. Ph 5B-2: 1st lift of asphalt installed. Utility and drainage construction complete, with testing and certifications in progress. Lighting and electric installation in progress, landscape installation will follow. To accommodate repairs to Lakes PN1B & PN1C (operations for which are ongoing), completion of Ph 5B-2 is now scheduled for July 2026.
Arthex Commerce Park Phase 2 5/7/2024	2/1/2024	5/1/2026	100% Design 95% Construction	\$2,402,283	\$2,426,195	Developer Contribution Agreement, partial 2023 and 2025 bonds	David Hurst	AMD and District	Lake excavation is complete and road is paved. Filling of berm complete; landscaping in progress. Sod will be placed north of roadway extension after berm landscaping is complete. County walkthrough and certifications expected in next couple of months, followed by transfer to the District.
Athrex Commerce Park Phase 3 12/26/2024	4/1/2025	2/1/2027	Mass Grading/Excavation 100% w/ pending modifications, 5% Construction	TBD	Earthwork/Mass Grading Only - \$2,045,036.80	2025 Bonds	David Hurst	AMD and District	The first phase of earthwork (i.e. lake excavation and mass grading) began in May. The roadway and utility permit applications have been re-submitted and are under review. District bid process anticipated in April for complete set of construction plans. Construction funding agreements will accompany Board approval process.
Purchasing Policy 1/23/2025	1/30/2025	6/30/2026	10%	N/A	N/A	N/A	N/A	Allyson Holland (District)	District manager is working with Legal Counsel to put together a more robust purchasing policy.
District Website Update 1/23/2025	1/23/2025	6/30/2026	30%	TBD	TBD	N/A	GSMA	Allyson Holland (District)	Updates to website continue.

Crosswalk Analysis/Intersection Improvements 8/27/2025	6/1/2025	12/30/2025	100% Analysis 0% Construction	\$100,000	TBD	FY 25/26 O&M Budget	TBD	Allyson Holland (District)	Crosswalk Analysis complete. District staff is prioritizing striping improvements at Avila, Asissi, Anthem, and Bellera mid-April, and replacing missing signage at Bellera. Staff is working with District Engineer regarding removing additional parking spaces on the Boulevard and replacing hedges with sod to improve line-of-sight concerns. Staff will budget for improvements in out years.
Roundabout Uplighting 1/23/2026	10/1/2025	9/30/2026	66%	\$76,000	\$51,000	FY 25/26 O&M Budget	Fennucio Electric	Allyson Holland (District)	Uplighting and significant electrical improvements are complete at the near the entrance on Ave Maria Blvd and the Ave Maria Blvd/Milano roundabout. Uplighting and electrical improvements will commence in April at the Ave Maria Blvd/Owens roundabout.
Ave Maria Blvd Entry Feature Design Alternatives 1/23/2026	10/14/2025	9/30/2026	25%	N/A	\$15,000	FY 25/26 O&M Budget	OPI	Allyson Holland (District)	OPI provided draft rendering, District staff met with OPI to discuss. Draft renderings will be presented at May Board meeting.
Seton St Flashing Speed Limit Sign 1/23/2026	1/6/2026	6/30/2026	50%	\$15,000	\$12,000	FY 25/26 O&M Budget	Paramount	Allyson Holland (District)	Staff approved proposal from Paramount, installation anticipated in next couple of months.
Collier County Partnership 3/30/2026	3/3/2026	12/1/2026	10%	TBD	TBD	TBD	LJA	Allyson Holland (District)	District manager emailed County Manager, waiting to hear back.
Board Seat Turnover Metrics 3/30/2026	3/3/2026	12/1/2026	10%	TBD	TBD	TBD	LJA	Allyson Holland (District)	Staff preparing Matrix of options and hopes to be prepared to discuss progress at 4/7 meeting.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 27, 2026
Board Meeting Date: April 7, 2026

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for annual tree trimming throughout the District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for annual tree trimming throughout the District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) hires a contractor annually to trim trees throughout the District. Hardwood trees are trimmed every other year (they were trimmed last year), and palms are trimmed every year. District staff requested quotes for tree trimming in accordance with the District's Rules of Procedure. Quotes were received from the following contractors:

Johnson Tree Service & Stump Grinding: \$40,916
Bright View: \$51,496
Pelican Lawn & Landscape: \$34,964.75

Similar to last year, District staff reached out to multiple contractors for competitive pricing; a few contractors were non-responsive in providing proposals. As shown above, Pelican Lawn & Landscape (Pelican) came in at the lowest price of \$34,964.75. The District budgeted \$80,000 for tree trimming this year; Pelican's quote is well within budget. It should be noted that Pelican provided tree trimming services for the District last year, and staff was very pleased with their work. District staff is confident Pelican can provide tree trimming services for the District this year. The proposed agreement includes a tree trimming price per tree for hardwoods. This inclusion is in an effort to streamline District maintenance contracting. The proposed agreement is structured to allow for the District Manager to renew the agreement with Pelican, with the understanding that next year will include hardwoods as well as palms. The District Manager may only authorize renewal of the agreement if the total price is within the applicable fiscal year budget (tree trimming line item) approved by the Board.

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 FY25/26 Adopted Operating & Maintenance Budget.

Attachments

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

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of April, 2026, 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, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”); and

PELICAN LAWN & LANDSCAPING, INC., a Florida corporation, with a mailing address of P. O. Box 305, Estero, Florida 33929 (“Contractor”, together with District “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide tree trimming services within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

WHEREAS, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a tree trimming contractor and has agreed to perform the Work for the District; 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide tree trimming services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all

of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Work shall commence upon execution of this Agreement and be completed within ninety (90) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- 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, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** 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. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Thirty-Four Thousand Nine Hundred Sixty-Four Dollars and Seventy-Five Cents (\$34,964.75) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et

seq., *Florida. Statutes*. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** The District Manager, in their sole discretion, may authorize additional work at the same unit pricing included in **Exhibit A** for a total amount not-to-exceed Eighty Thousand Dollars (\$80,000), inclusive of the Work pursuant to this Agreement prior to September 30, 2026. If the District should desire additional work or services beyond the not-to-exceed amount described above, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations for any additional work pursuant to this Agreement, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 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 District Manager, in their sole discretion, may authorize the renewal of this agreement for future fiscal years beginning October 1st. so long as the renewal not to exceed compensation does not exceed the tree trimming line item included in such fiscal year annual budget.

SECTION 4. WARRANTY. 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, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work 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 therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands,

costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. 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, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3)

business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be 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 damages, injunctive relief, 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. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; 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 thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor

employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. 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

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

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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** (“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 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, OR AHOLLAND@SDSINC.ORG.

SECTION 26. 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 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. 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 30. 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 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION. 32. 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 DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

PELICAN LAWN & LANDSCAPING, INC., a Florida corporation

Signature of Witness

By: _____

Its: _____

Print Name

Exhibit A: Scope of Work

Exhibit A
Scope of Work



Proposal #4680

Palm Trimming 2026

Date 3/30/2026
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

Trimming of 1692 Sabals, 256 Queen, 22 Fan and 195 Date palms (Canary, Medjool, Sylvester) - palms will be selectively pruned to remove dead, declining and dangerous fronds. Flowers and fruit will be removed to a maximum angle of 180 degrees.

Trimming will take place on following streets - Ave Maria Blvd, Useppa Dr, Avila, Torino, Milano, Pope John Paul II, Colby, Seton, Owens Way, Iron Horse Way, Annunciation Cir, Anthem Pkwy and 3 lakes.

Optional pricing to lift and thin out hardwood trees is listed but not included in price.

Palm Trimming

Items	Quantity	Unit	Price/Unit	Price
Palm trimming	2165.00	EA	\$16.15	\$34,964.75
Palm Trimming:				\$34,964.75
PROJECT TOTAL:				\$34,964.75

Optional Services

Items	Quantity	Unit	Price/Unit	Price
Hardwood tree trimming	1.00	EA	\$37.30	\$37.30

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 27, 2026
Board Meeting Date: April 7, 2026

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and All-Clean Xteriors for professional services for cleaning and treating sidewalks, curbs, bridges, roundabouts, and entry features throughout the District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and All-Clean Xteriors for professional services for cleaning and treating sidewalks, curbs, bridges, roundabouts, and entry features throughout the District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) has historically hired a contractor annually to pressure wash sidewalks, curbs, monument signage, and bridges throughout the District. Although the surfaces look clean immediately after pressure washing, staff has observed the mold, algae, and discoloration returns within months. Staff researched alternative surface cleaning methods and met with several contractors at master planned communities in Naples. Several master planned communities have pivoted away from pressure cleaning and have moved toward treating the surfaces with a biocide product, and maintaining the surfaces throughout the year. Biocide is a specialized chemical solution used in soft washing to kill organic growth, such as mold, algae, moss, and lichen, rather than just washing it away. Unlike high-pressure water, biocides are applied at low pressure, providing deep, long-lasting sanitization and preventing regrowth for months. The application process is much faster than pressure washing, has little impact on the community (opposed to closing roads and installing detours), and uses significantly less water. The downsides include a temporary discoloration to the surface (a sign that the product is working) and that the product takes time (2-3 months) to show full results. Staff solicited qualified and insured contractors to provide professional services including removing loose debris, cleaning areas with pressure washing as needed, treating surfaces with biocide products, and re-treating for future growth. Staff requested pricing for initial treatment, and pricing for maintenance treatment in future years. The solicitation required the contractors include references and list past projects of similar size (Ave Maria has approximately 700,000 SF of surface area to clean).

Staff received the following quotes from qualified contractors who have performed similar work:

MM Environmental: \$67,000
New England Pressure Cleaning: \$97,227.62
Rocky's Exterior: \$63,167
Dome Enterprises: \$97,012.85
All-Clean Xteriors: \$63,157

As shown above, All-Clean Xteriors submitted the lowest quote of \$63,157. The District budgeted \$65,000 for pressure washing this year. It should be noted that All-Clean Xteriors has agreed to inspect their work 3-months post-treatment, and begin providing post-treatment as needed 6-months after initial treatment. They will communicate with District staff to ensure the community is maintained to ensure staff is satisfied with the results. Their maintenance plan beginning next fiscal year is for \$60,000 which includes annual treatment and monthly progress checks. Staff visited the Windstar of Naples, a community that All-Clean Xteriors has performed similar services for the past several years, to visually inspect their sidewalks, curbs, and other surfaces, and was very pleased with the results. In summary, District staff is interested in pursuing the biocide treatment with maintenance in lieu of annual pressure washing, and recommends the Board approve the agreement with All-Clean Xteriors.

PROCUREMENT REVIEW

The agreement 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 FY25/26 Adopted Operating & Maintenance Budget.

Attachments

**AGREEMENT FOR PRESSURE WASHING SERVICES BETWEEN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
DUSTIN SHELTON D/B/A ALL-CLEAN XTERIORS**

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of April, 2026, 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, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”); and

DUSTIN SHELTON D/B/A ALL-CLEAN XTERIORS, a sole proprietorship, with a mailing address of 15275 Collier Boulevard, Suite 201, Naples, Florida 34119 (“Contractor”, together with District “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide pressure washing services within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

WHEREAS, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a pressure washing contractor and has agreed to perform the Work for the District; 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A.** Contractor shall provide pressure washing services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all

of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Work shall commence upon execution of this Agreement and be completed within ninety (90) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- 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, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** 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. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Sixty-Three Thousand One Hundred Fifty-Seven Dollars and No Cents (\$63,157.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices, or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq.,

Florida. Statutes. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** The District Manager, in their sole discretion, may authorize additional work at the same unit pricing for a total amount not-to-exceed Sixty-Five Thousand Dollars (\$65,000), inclusive of the Work pursuant to this Agreement prior to September 30, 2026. If the District should desire additional work or services beyond the not-to-exceed amount described above, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations for any additional work pursuant to this Agreement, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 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 District Manager, in their sole discretion, may authorize the renewal of this agreement for future fiscal years beginning October 1st

SECTION 4. WARRANTY. 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, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work 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 therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its

subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. 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, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be 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 damages, injunctive relief, 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. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; 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 thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or

more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. 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

B. If to the Contractor: All-Clean Xteriors
15275 Collier Boulevard, Suite 201

Naples, Florida 34119
Attn: Dustin Shelton

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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** (“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 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, OR AHOLLAND@SDSINC.ORG.

SECTION 26. 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 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. 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 30. 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 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into

this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION. 32. 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 DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

DUSTIN SHELTON, D/B/A ALL-CLEAN XTERIORS

Signature of Witness

By: _____

Print Name

Its: _____

Exhibit A: Scope of Work

Exhibit A Scope of Work

All-Clean Xteriors
15275 Collier Blvd
Naples FL 34119
www.allcleannaples.com
info@allcleannaples.com



Direct: 239.682.8386

commercial - residential - professional window cleaning - pressure cleaning - roof cleaning - gutter cleaning

Professional Cleaning Service Proposal

Prepared for: Allyson Holland

Prepared by: Dustin Shelton

Project Address: Ave Maria Stewardship Community District

Page 1 of 2

Date of Proposal: 3/24/2026

Prices Good Through: 12/31/2026

We hereby propose and agree to provide ground maintenance for your community. (as listed below)

Apply biocide to all sidewalks, curbs, pavers and entry signs in designated areas per the scope of work using soft washing methods ensuring proper and complete coverage of all surfaces	Initial cost	Cost Per SF \$0.09
	Total	Total \$63,157

INSURANCE AND BONDING

We carry Liability Insurance in the amount of **\$2,000,000.00** each occurrence and carry a Janitorial Services Bond. For your protection and ours.
Our rate includes all costs for outside materials, equipment, supervision, wages, taxes, and insurance required to fulfill the cleaning specifications as outlined in this proposal.

Material: The material utilized by All-Clean Xteriors is a commercial grade biocide. Biocide is an effective eco-friendly material applied to exterior surfaces to eat away at growth and algae. The initial treatment can take up to 3-6 months to become optimally clean. Once surface is clean the biocide works to maintain those results. This process is ideal for exterior surfaces due to the fact that is a cleaning process and treatment all in one. Once your surface is clean and if you maintain those results with our annual maintenance program you will be guaranteed clean surfaces all year round.

Biocide effectively destroys growth at the root vs. traditional pressure washing that just gives growth a "hair cut".

Scope of work: All-Clean Xteriors will effectively apply biocide to all specified exterior surfaces to treat and achieve the initial cleaning result. All-Clean Xteriors will rinse down any landscaping present along application route. We will provide all tools, material and equipment needed to complete scope of work. We will utilize professional judgment to maintain flow of traffic and provide MOT. All-Clean Xteriors will return for a check in at the 3 month mark to inspect only. At the 6 month post treatment our technicians will continue monitoring and treating to ensure intended results. We will achieve this by our FREE monthly progress checks and touch-ups performed on site at our expense as needed. All-Clean Xteriors will provide excellent communication throughout the project as well as provide reports following monthly monitor check ins post 6 month mark. This service is offered to provide a **guarantee** of our work and communication to ensure all parties are satisfied with results.

Commercial equipment to include but not limited to:

- Soft washing machine/pump,
- soft wash chemical hoses and applicator guns/nozzles

- Use of trailer and flatbed truck if needed.
- Use of traffic cones for MOT
- All proper PPE for applicators.

Previous commercial work:
 Windstar on Naples Bay
 Eagle Creek Country Club
 Heritage Greens Master Assos.
 Greystar Communities
 And more.

References:
 Gus Stuhldreher 612.900.4902 (Board member)
 Mitch Johnson 239.775.3400 (Property manager)
 Brad Moore 603.831.2801 (Facility manager)
 Garrett Alvarez 239.326.6370 (Property Manager)

Estimated Project Timeline:
 Project estimates between 2-4 weeks. (Weather permitted)
 First progress check-in will be 3 months out.
 Second progress check-in followed with a report will begin at 6 months post treatment.
 This will continue each month with a progress report provided and any touch ups needed completely FREE.

Maintenance Plan:
 Following our initial application and monthly monitoring leading up to the annual service date All-Clean Xteriors provides an annual treatment. The maintenance price is guaranteed for 5 years. Maintenance Plan ensures guaranteed results for duration of contract. Pricing will be offered at:

Annual Price \$60,000 *this includes continued monthly progress checks*



Yes! To schedule a job, or to change service, call: 239.682.8386 ask for Dustin. Thank you for considering All-Clean Xteriors! We look forward to working with you!

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 30, 2026
Board Meeting Date: April 7, 2026

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and Swift Straw II, LLC for annual mulch installation throughout the District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and Swift Straw II, LLC for annual mulch installation throughout the District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) hires a contractor annually (or semi-annually) to install mulch and pine straw throughout the District. In the past, staff has hired a contractor to install mulch at major intersections, roundabouts, and within the Town Core, and install pine straw (two applications per year) along all roadways including medians. The pine straw breaks down within about two months, and staff has not been pleased with the application of the pine straw. This year, staff has decided to solicit proposals to mulch all areas instead of pine straw. Mulch will hold up over a year, and it will add color to the landscaping. Staff is also confident the quantity of mulch required for next year will be much lower than the initial application. Since mulch doesn't break down as quickly as pine straw, it will just need to be applied as-needed to refill the beds in future years.

District staff requested quotes for furnishing and installing mulch in accordance with the District's Rules of Procedure. Quotes were received from the following contractors:

Swift Straw II, LLC: \$173,000
Southeast Spreading: \$181,660.80

As shown above, Swift Straw II, LLC (Swift Straw) came in at the lowest price of \$173,000. The District budgeted \$175,000 for mulch/pine straw this year. Staff confirmed that Swift Straw has experience locally, working in communities similar in size (i.e. Babcock Ranch). In an effort to streamline District maintenance items, the proposed agreement is structured to allow for the District Manager to renew the agreement for future fiscal years. The District Manager may only authorize renewal of the agreement if the total price is within the applicable fiscal year budget

(mulching line item) approved by the Board.

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 FY25/26 Adopted Operating & Maintenance Budget.

Attachments

**AGREEMENT FOR MULCHING SERVICES BETWEEN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
SWIFT STRAW II, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of April, 2026, 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, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”); and

SWIFT STRAW II, LLC, a Georgia limited liability company, with a mailing address of 900 Circle 75 Parkway, Suite 1600, Atlanta, Georgia 30339 (“Contractor”, together with District “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide mulching services within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

WHEREAS, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a mulching contractor and has agreed to perform the Work for the District; 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide mulching services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of

the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Work shall commence upon execution of this Agreement and be completed within ninety (90) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- 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, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** 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. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor One Hundred Seventy-Three Thousand Dollars (\$173,000.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida. Statutes*.

Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** The District Manager, in their sole discretion, may authorize additional work at the same unit pricing for a total amount not-to-exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), inclusive of the Work pursuant to this Agreement prior to September 30, 2026. If the District should desire additional work or services beyond the not-to-exceed amount described above, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations for any additional work pursuant to this Agreement, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 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.** This District Manager, in their sole discretion, may renew this Agreement each October 1 for an additional one year term so long as each such renewal not to exceed compensation does not exceed the mulching line item included in such fiscal year annual budget.

SECTION 4. WARRANTY. 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, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work 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 therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands,

costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- 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, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. 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, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3)

business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be 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 damages, injunctive relief, 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. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; 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 thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor

employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. 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

B. If to the Contractor: Swift Straw II, LLC
900 Circle 75 Parkway, Suite 1600
Atlanta, Georgia 30339
Attn: _____

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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** (“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 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, OR AHOLLAND@SDSINC.ORG.

SECTION 26. 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 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. 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 30. 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 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the

management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION. 32. 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 DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

SWIFT STRAW II, LLC, a Georgia limited liability company

Signature of Witness

By: _____

Its: _____

Print Name

Exhibit A: Scope of Work

Exhibit A
Scope of Work



Swift Straw II, LLC
900 Circle 75 Pkwy, Ste 1600
Atlanta, GA 30339

Proposal # 00009230
Date: 03-30-2026

Bill For

Ave Maria Stewardship Community District

Main:
Mobile:
aholland@sdsinc.org

Location

5050 Ave Maria Blvd
Ave Maria, FL 34142

Ave Maria Community District
Terms:

Name	Price	QTY	Subtotal
Mulch - Yards - Brown	\$15.00	4100	\$61,500.00
Mulch Spreading - Yards	\$27.00	4100	\$110,700.00
Mulch Trenching	\$2.50	320	\$800.00

Sub Total: \$173,000.00
Tax: \$0.00
Total: \$173,000.00

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 31, 2026
Board Meeting Date: April 7, 2026

SUBJECT

Resolution amending policy regarding responding to easement encroachment requests.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution amending policy regarding responding to easement encroachment requests.

GENERAL INFORMATION

Over time, easements (i.e. drainage, access, lake maintenance, etc.) have been dedicated to the Ave Maria Stewardship Community District (District) in order to access or maintain improvements and infrastructure within the District. There have been requests from property owners to construct improvements meeting Collier County’s (the “County”) definition of “Minor Encroachment” which include fences, air conditioning equipment/concrete pads, pool equipment/concrete pads, generators, and sidewalks within the easements. In processing such requests, Collier County requires the District provide a letter of no objection (LONO). In 2020, the District adopted Resolution No. 2020-14, providing a policy regarding provision of such letters of no objection (Encroachment Policy).

District staff has concerns regarding continued implementation of the Encroachment Policy and suggests amending the Encroachment Policy to prohibit encroachments within Lake Maintenance Easements (LMEs). LMEs should remain clear from obstructions to ensure access for equipment if necessary, and to maintain proper lake bank slopes. This is a prospective policy change and no suggestion of retroactive application, however, prior authorizations have waivers on file noting the improvements are placed at their own risk and District may require removal if it needs access.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

The District Engineer did not review the amendment to the District's Encroachment Policy at the time this memorandum was prepared.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the amendment to the District's Encroachment Policy.

FUNDING REVIEW

Not applicable

Attachment

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AMENDING POLICY REGARDING RESPONDING TO EASEMENT ENCROACHMENT REQUESTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the District was established for the single purpose of the provision of government systems, facilities, services, improvements, works and infrastructure to the Ave Maria Community; and

WHEREAS, the District has been dedicated many easements within the District (the “Easements”) in order to access and maintain District improvements and infrastructure located within such Easements and on adjacent property; and

WHEREAS, there have been requests from property owners to construct improvements meeting Collier County’s definition of Minor Encroachment which include fences, air conditioning equipment/concrete pads, pool equipment/concrete pads, generators, and sidewalks within the Easements; and

WHEREAS, in processing such requests, Collier County requires the District to provide a letter of no objection; and

WHEREAS, the District previously adopted Resolution No. 2020-14 providing a policy regarding provision of such letters of no objection (the “Encroachment Policy”); and

WHEREAS, due to concerns regarding access and maintenance of adjacent District infrastructure, the District desires to amend the Encroachment Policy to prohibit encroachments within Lake Maintenance Easements; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution the amended Encroachment Policy in accordance with Section 1 below.

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

SECTION 1. The District hereby finds it is in the best interest of the District and its residents to authorize the District Manager and its designee to process requests for Minor Encroachments within utility, drainage, or similar easement within the District Easement areas so

long as it is in receipt of a waiver and acknowledgement from such homeowner in the form attached hereto as **Exhibit A** (the “Waiver”) which provides in part that the privilege granted to homeowner to install the Minor Encroachment within the Easement area shall be at the homeowner’s own risk and homeowner provides District with funds to cover the cost of recording the Waiver. However the District determines such authorization shall not include requests for encroachments within Lake Maintenance Easements. Further the District Manager and District Engineer may issue a denial of a request if it is determined the encroachment would negatively impact property or improvements within the Ave Maria Stewardship Community District. The District Manager and its designee are authorized to execute letters of no objection and provide such to Collier County so long as an executed Waiver is on file with the District and homeowner has provided funds in the amount necessary to record the Waiver. District staff shall submit Waivers for recording in the Public Records of Collier County.

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

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of April, 2026.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN/VICE CHAIRMAN

Exhibit A

After recording, please return to:

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

WAIVER AND ACKNOWLEDGEMENT FOR IMPROVEMENT INSTALLATION

This Waiver and Acknowledgement for Improvement Installation (“**Waiver and Acknowledgement**”) is executed as of this ____ day of _____, 20____, by _____ (the, “**Owner**”).

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, as per the plat (“**Plat**”) of _____ recorded in Plat Book _____, Pages _____ et seq., of the Public Records of Collier County, Florida otherwise identified as _____ (“**Property**”);

WHEREAS, Owner desires to erect improvements meeting the definition of a Minor Encroachment¹ (“**Improvements**”) as depicted on the provided site plan which is attached hereto and made a part hereof as **Exhibit A**, within the easement (“**Easement**”), located on the Property dedicated to the Ave Maria Stewardship Community District (“**District**”) and Ave Maria Master Association, Inc., (“**Association**”) per the Plat;

WHEREAS, due to the District and Association’s legal interests in the Easement, among other reasons, Owner requires the District and Association’s consent to constructing improvements within any portion of the Surface Water Management System, including the Easement; and

WHEREAS, the District and Association have agreed to consent to the installation of the Improvements within the Easement, subject to the terms and conditions set forth in this Waiver and Acknowledgement.

NOW, THEREFORE, it is acknowledged as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **Owner Responsibilities.** The Owner has the following responsibilities and acknowledges:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

¹ Minor Encroachments include fences, air conditioning equipment/concrete pads, pool equipment/concrete pads, generators, and sidewalks. Minor Encroachments do not include walls, buildings, screen enclosures, pools, spas, and other structures.

- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. The Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Association, as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District, Association or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District or Association, as applicable, for such repairs, at the District or Association's option.
- e. Owner's exercise of rights hereunder shall not interfere with the District or Association's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Easement, or any utilities within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and shall maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Easement area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights granted to install the Improvements, and the Owner shall immediately discharge any such claim or lien.

3. **Removal and/or Replacement of Improvements.** Owner acknowledges the legal interest of the District and Association in the Easement described above and agrees never to deny such interest or to interfere in any way with District and Association's use. Owner will exercise the privilege granted to install Improvements at Owner's own risk, and agrees that Owner will never claim any damages against District or Association for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District or Association. Owner acknowledges that District or Association retain the right, in its respective sole discretion, to demand by written request that the Improvements be removed from the Easement area, which Owner shall do at Owner's sole cost and expense within a reasonable time from receipt of such request. In the event Owner fails to comply with such request or in a case of emergency, Owner further acknowledges that, without notice, the District or Association may remove all, or any portion or portions, of the Improvements installed upon the Easement at Owner's expense, and that the District or Association is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal. Owner further acknowledges that District or Association will recover all costs and expenses associated with such removal from the Owner.

4. **Indemnification.** Owner agrees for him/herself and successors and assigns that they shall indemnify, defend and hold harmless Collier County, the District, South Florida Water Management District, and the Association, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages, obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the Owner, his/her respective contractors, agents, employees or invitees at any time which the Encroachment remains within the Easement area or otherwise resulting from, arising out of, or in any way connected with, this Waiver and Acknowledgement or the exercise of the privileges granted to install the Improvements. Further, Owner, for him/herself, successors and assigns agrees to release and hold the District and Association harmless from and against

any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Association, including but not limited to, damage which may occur to the Improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.

5. **Covenants Run with the Land.** This Acknowledgement and Waiver shall be recorded at the Owner's expense in the Official Records of Collier County, Florida. This Acknowledgement and Waiver, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the Owners hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Acknowledgement and Waiver.

6. **Sovereign Immunity.** Nothing in this Acknowledgement and Waiver 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 Acknowledgment and Waiver 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.

IN WITNESS WHEREOF, the Owner has executed the day and date first above written.

[Signatures Appear on Following Page]

Witnesses:

4903-6526-4285.1

[INSERT OWNER INFORMATION]

By: _____

By: _____

Print Name

Address:

By: _____

Print Name

Address:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 202_____, by. He [_____] is personally known to me or [_____] produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

Exhibit A

[INSERT SITE PLAN]

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: March 31, 2026
Board Meeting Date: April 7, 2026

SUBJECT

Consider approval of Landscape and Irrigation Easement Agreement.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Landscape and Irrigation Easement Agreement.

GENERAL INFORMATION

The Anthem Parkway Phase 5B construction is currently underway, a portion of which is adjacent to the Gather Point Model Center, located at the northwest corner of the new roundabout at Anthem Parkway and Pope John Paul II Blvd. The District’s contractor constructed the roadway, curb, and multi-use pathway earlier this year, but was holding off on landscaping until the underground infrastructure was complete. While Pulte was wrapping up the landscaping and irrigation for the Gather Point Model Center project, Mr. Steve Sammons, Landscape Architect for Peninsula Engineering, noticed that they installed sod right up to the District’s multi-use path. After going back and checking the construction plans, Mr. Sammons informed District staff that Pulte installed both landscaping and irrigation on District property. The District’s right-of-way extends 10-feet beyond the back of pathway along a portion of Anthem Parkway adjacent to the Gather Point Model Center.

District staff and Pulte, along with the engineer-of-record, unanimously agreed that it was in the best interest of both parties to leave the irrigation and sod, as installed. Although the District did have landscaping and irrigation proposed for this 10-foot section of property, none of the plantings were required; it was all above and beyond the Code Minimum Landscape Plan. District staff confirmed that there are many areas throughout the District where the landscape and irrigation maintenance boundaries are unclear, which often leads to disputes with respect to repairs and maintenance. District staff has no concerns with Gather Point maintaining the landscaping and irrigation that was installed on the small section of District property. The District’s landscape and irrigation contractor (O’Donnell Landscapes) have agreed to deduct the irrigation and plants from their contract.

At the District's request, Pulte's attorney prepared a Landscape and Irrigation Easement, attached hereto, which outlines the maintenance responsibilities. Should the Board approve the Landscape and Irrigation Easement, Gather Point HOA will be responsible for the maintenance and replacement of the landscaping and irrigation facilities, including the cost of irrigation water.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel reviewed and approved the Landscape and Irrigation Easement.

FUNDING REVIEW

Not applicable.

Attachments

Instrument prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, FL 34108
(239) 596-8400

LANDSCAPE AND IRRIGATION EASEMENT

THIS LANDSCAPE AND IRRIGATION EASEMENT is made as of the date and year set forth below by **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, an independent special district established pursuant to Chapter 2004-461, Laws of Florida, as amended, whose mailing address is 2501A Burns Rd., Palm Beach Gardens, FL 33410 (“Grantor”) and **GATHERPOINT AT AVE MARIA HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, whose post office address is c/o Hampton Golf, Inc., 7845 Baymeadows Way, Jacksonville, FL 32256 (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants and establishes unto Grantee, its successors and assigns, a non-exclusive easement over, under and through the real property legally described in Exhibit “A” attached hereto (“Easement Area”) for the purpose of the maintenance and replacement of landscaping and irrigation facilities located therein. Grantee shall bear the sole responsibility for the cost of maintaining and replacing such landscaping and irrigation facilities. If Grantee fails to correct any deficiency in the maintenance and replacement of the landscaping and irrigation facilities located in the Easement Area within 60 days after written notice is provided by Grantor to Grantee specifying the deficiency, then Grantor may correct the deficiency and be reimbursed by Grantee for the expenses Grantor has incurred.

Grantee shall obtain all permits and approvals necessary to perform any maintenance work within the Easement Area from the applicable governmental authorities having jurisdiction over such work, and shall perform such maintenance in accordance with all applicable laws, rules and regulations governing such work.

Grantee shall be liable for any personal injury or damage to real and personal property which may result from the use of the Easement Area by Grantee, its successors, assigns, agents, contractors, subcontractors or employees, in the performance of the maintenance and replacement work, and Grantee shall indemnify, defend and hold Grantor harmless from any damages or costs, including court costs and reasonable attorneys’ fees, incurred by Grantor by virtue thereof. Grantee shall obtain and carry, or shall ensure its contractor obtains and carries, commercial general liability insurance, which names the Grantor as an additional insured, in an amount not less than One Million Dollars (\$1,000,000) per occurrence with bodily injury and property damage coverage, on an “occurrence” basis, insuring its activities relating to the maintenance and replacement work within the Easement Area at all times when utilizing the Easement Area. Grantee shall provide certificates of the required insurance upon execution this easement and at any time upon request of the Grantor.

Grantor shall have the right to utilize the Easement Area for any purpose not inconsistent with the terms hereof.

Grantee acknowledges and agrees that nothing contained in this instrument shall (1) constitute or be construed as a waiver of Grantor’s limitations on liability as set forth in Section 768.28, Florida

Statutes, or other law; or (2) be deemed to constitute a gift of or dedication of any portion of the Easement Property to the general public or for the benefit of the general public, it being the intention of the parties hereto that this Easement shall be limited to and utilized for the purposes expressed herein.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals on the date and year set forth below.

Witnesses:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, an independent special district established pursuant to Chapter 2004-461, Laws of Florida, as amended

Print Name: _____
Print Address: _____

By: _____
Jay Roth, as Chairman

Print Name: _____
Print Address: _____

ATTESTATION OF DISTRICT MANAGER

Allyson Holland, District Manager

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by () physical presence or () online notarization, by Jay Roth, as Chairman of Ave Maria Stewardship District, an independent special district established pursuant to Chapter 2004-461, Laws of Florida, as amended, who is () personally known to me or () produced _____ as identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(type or print)
My Commission Expires: _____

Witnesses:

**GATHERPOINT AT AVE MARIA
HOMEOWNERS ASSOCIATION, INC.**, a Florida
corporation not for profit

Print Name: _____
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

By: _____
Scott Brooks
Its: President

Print Name: _____
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by ()
physical presence or () online notarization, by Scott Brooks, as President of Gatherpoint at Ave Maria
Homeowners Association, Inc. He is personally known to me.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

EXHIBIT A



DESCRIPTION
OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST,
COLLIER COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF COLLIER, LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, BEING A PORTION OF TRACT "R-1", ANTHEM PARKWAY – PHASE 5B, AS RECORDED IN PLAT BOOK 77, PAGES 37 THROUGH 40, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF TRACT "B" OF AVE MARIA UNIT 8, EMERSON PARK, RECORDED IN PLAT BOOK 48, PAGES 41 THROUGH 47, OF SAID PUBLIC RECORDS; THENCE N 66°48'02" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,944.00 FEET, TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 66°48'02" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'40" FOR 854.38 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°02'25" FOR 26.25 FEET; THENCE S 08°28'08" W FOR 43.36 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ANTHEM PARKWAY (WIDTH VARIES) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, TO WHICH POINT A RADIAL LINE BEARS S 82°29'56" E; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 13°25'38" FOR 35.15 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,934.00 FEET; THENCE NORTHERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 17°16'24" FOR 884.53 FEET TO THE **POINT OF BEGINNING**.

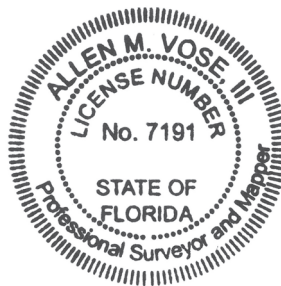
SUBJECT PARCEL CONTAINS: 0.2 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS AND DISTANCES ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE EAST NAD 83/2011 (CORS), WHEREIN THE SOUTHEASTERLY LINE OF TRACT "B", AVE MARIA UNIT 8, EMERSON PARK, BEARS N 64°27'28" E.

DESCRIPTION PREPARED: 03-10-2026.

Digitally signed by Allen M Vose III
Date: 2026.03.10 17:22:42 -04'00'



ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
DATE SIGNED 03-10-2026

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SHEET 1 OF 2

EXHIBIT A

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST,
COLLIER COUNTY, FLORIDA

NOTE: ALL LOTS, TRACTS, AND EASEMENTS, UNLESS OTHERWISE NOTED, ARE PART OF AVALON NORTH AT AVE MARIA-MODEL PARK, RECORDED IN PLAT BOOK 76, PAGES 46 THROUGH 51, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



PREPARED 03-10-2025
SHEET 2 OF 2

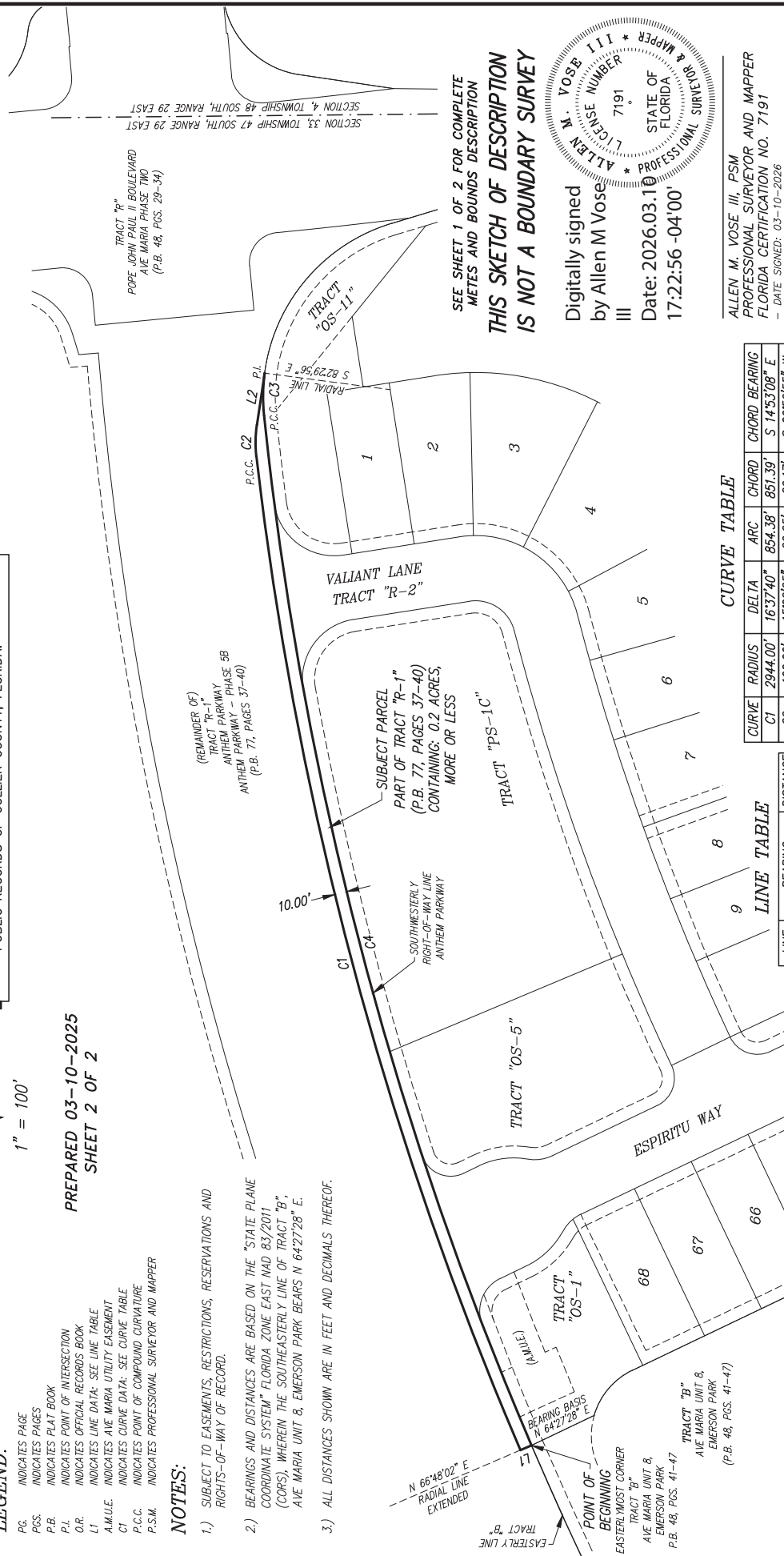


LEGEND:

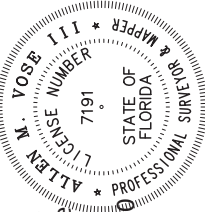
- P.G. INDICATES PAGE
- P.G.S. INDICATES PAGES
- P.B. INDICATES PLAT BOOK
- P.I. INDICATES POINT OF INTERSECTION
- O.R. INDICATES OFFICIAL RECORDS BOOK
- L1 INDICATES LINE DATA; SEE LINE TABLE
- A.M.U.E. INDICATES AVE MARIA UTILITY EASEMENT
- C1 INDICATES CURVE DATA; SEE CURVE TABLE
- P.C. INDICATES POINT OF COMPOUND CURVATURE
- P.S.M. INDICATES PROFESSIONAL SURVEYOR AND MAPPER

NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) BEARINGS AND DISTANCES ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE EAST NAD 83/2011 (CORS), WHEREIN THE SOUTHEASTERLY LINE OF TRACT "B", AVE MARIA UNIT 8, EMERSON PARK BEARS N 64°27'28" E.
- 3.) ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.



SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION
THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY



Digitally signed
by Allen M Vose
III
Date: 2026.03.10
17:22:56 -04'00'

ALLEN M. VOSE III, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
- DATE SIGNED: 03-10-2026
- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2944.00'	16°37'40"	854.38'	851.39'	S 14°53'08" E
C2	100.00'	15°02'25"	26.25'	26.17'	S 00°56'55" W
C3	150.00'	13°25'38"	35.15'	35.07'	N 00°47'15" E
C4	2934.00'	17°16'24"	864.53'	861.18'	N 14°33'46" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 66°48'02" E	10.00'
L2	S 08°28'08" W	43.36'

S: JARELL LABS/STAY/2004048 - ANCON NORTH AT THE WAHA-MODEL PARK/DESCRIPTIONS/VALON NORTH MODEL PARK E-LOB SYTING
S: JARELL LABS/STAY/2004048 - ANCON NORTH AT THE WAHA-MODEL PARK/DESCRIPTIONS/VALON NORTH MODEL PARK E-LOB LOG/LOC



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.floridabar.org

March 31, 2026

Robert Louis Klucik, Jr.
5142 Ave Maria Boulevard
Ave Maria, FL 34142

Re: Alyssa Cameron Willson; The Florida Bar File No. 2026-00,387(2A)

Dear Mr. Klucik:

All correspondence and documents submitted in this matter have been carefully reviewed.

Ms. Willson submitted her response to your complaint in which it is alleged that Ms. Willson acted unethically (Conflict of Interest) by representing Barron Collier Corporation before the Florida House of Representatives Intergovernmental Affairs Subcommittee while being the District Counsel for Ave Maria Stewardship Community District. The submitted documentation established that in mid-2025 (June), Barron Collier requested the District's approval of a boundary amendment to remove the property (1,001 Acres) added to the District during the 2023 Legislative Session. The District agreed to Barron Collier's request by adoption of Resolution 2025-07 on a 4-1 vote.

After the District's vote and adoption of Resolution 2025-07, Ms. Willson's firm entered into a limited representation with Barron Collier solely with regard to pursuit of the boundary amendment during the 2026 Legislative Session, just like the firm did back in 2022 regarding the Board's adoption of Resolution 2022-14 adding the 1,0001 acres. Mr. Willson's limited representation of Barron Collier Corporation before the Florida House of Representatives Intergovernmental Affairs Subcommittee was consistent and aligned with the District's Resolution 2025-07. The representation was not directly adverse to the District nor did it involve the assertion of a position adverse to the District.

There is insufficient evidence from the materials provided that Ms. Willson has violated any of the rules adopted by the Supreme Court of Florida which govern attorney discipline. Accordingly, continued disciplinary proceedings in this matter are inappropriate and our file has been closed effective March 31, 2026. Pursuant to the

Bar's records retention schedule, the computer record and file will be disposed of one year from the date of closing.

Sincerely,

A handwritten signature in cursive script, appearing to read "Francisco J. Digon-Greer".

Francisco J. Digon-Greer, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

cc: Ms. Alyssa Cameron Willson

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through February 2026

	Oct 25 - Feb 26	25/26 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	168.30	734.00	-565.70	22.93%
01-1131 · Supervisor Fees	2,200.00	9,600.00	-7,400.00	22.92%
01-1310 · Engineering	66,397.50	110,000.00	-43,602.50	60.36%
01-1311 · Management Fees	30,625.00	73,500.00	-42,875.00	41.67%
01-1313 · Website Management	1,041.65	2,500.00	-1,458.35	41.67%
01-1314 · District Manager - on site	122,500.00	294,000.00	-171,500.00	41.67%
01-1315 · Legal Fees	36,369.97	100,000.00	-63,630.03	36.37%
01-1320 · Audit Fees	0.00	18,600.00	-18,600.00	0.0%
01-1330 · Arbitrage Rebate Fee	650.00	5,550.00	-4,900.00	11.71%
01-1440 · Rents & Leases	0.00	14,400.00	-14,400.00	0.0%
01-1441 · Travel & Lodging	2,517.41	10,000.00	-7,482.59	25.17%
01-1450 · Insurance	124,304.00	120,000.00	4,304.00	103.59%
01-1480 · Legal Advertisements	1,074.24	8,000.00	-6,925.76	13.43%
01-1512 · Miscellaneous	352.62	10,000.00	-9,647.38	3.53%
01-1513 · Postage and Delivery	1,230.70	3,000.00	-1,769.30	41.02%
01-1514 · Office Supplies	164.05	3,500.00	-3,335.95	4.69%
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	12,442.50	50,000.00	-37,557.50	24.89%
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%
01-1890 · Reserve Expenditure	0.00	350,000.00	-350,000.00	0.0%
01-1891 · Net Change To Reserve Balance	0.00	529,562.00	-529,562.00	0.0%
02-001 · Landscape & Irrig MTE Cont	378,012.75	1,050,000.00	-671,987.25	36.0%
02-002 · Plant Replacement	83,182.57	200,000.00	-116,817.43	41.59%
02-003 · Mulch & Pinestraw	0.00	175,000.00	-175,000.00	0.0%
02-004 · Tree Trimming	0.00	80,000.00	-80,000.00	0.0%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through February 2026

	<u>Oct 25 - Feb 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
02-005 · Irrigation Repairs	135,040.73	215,000.00	-79,959.27	62.81%
02-006 · Annual Flowers	39,872.93	80,000.00	-40,127.07	49.84%
02-007 · Misc Landscaping	24,100.00	50,000.00	-25,900.00	48.2%
02-008 · Electricity	44,976.93	150,000.00	-105,023.07	29.99%
02-009 · Street Light Maint	24,385.67	140,000.00	-115,614.33	17.42%
02-010 · Sidewalk, Curb, Paver Repair	33,912.00	100,000.00	-66,088.00	33.91%
02-011 · Asphalt Repairs	16,509.33	75,000.00	-58,490.67	22.01%
02-012 · Striping & Traffic Markings	3,000.00	50,000.00	-47,000.00	6.0%
02-013 · Street Signs	16,350.00	35,000.00	-18,650.00	46.71%
02-014 · Street Sweeping	11,600.00	36,000.00	-24,400.00	32.22%
02-015 · Stormwater Drain Repair	535.00	50,000.00	-49,465.00	1.07%
02-016 · Storm Drain Cleaning	0.00	50,000.00	-50,000.00	0.0%
02-017 · Lake MTE - Littoral & Banks	27,774.00	80,000.00	-52,226.00	34.72%
02-018 · Preserve MTE	30,573.00	115,000.00	-84,427.00	26.59%
02-019 · Pressure Washing	0.00	65,000.00	-65,000.00	0.0%
02-020 · Fountain MTE Repair	0.00	50,000.00	-50,000.00	0.0%
02-021 · Dog Waste Stations & Trash	414.95	6,000.00	-5,585.05	6.92%
02-022 · Small Tools	943.46	5,000.00	-4,056.54	18.87%
02-023 · Vehicle Fuel & MTE	3,950.87	10,000.00	-6,049.13	39.51%
02-024 · Rodent & Pest Control	8,850.00	20,000.00	-11,150.00	44.25%
02-025 · Misc MTE & Repairs	9,896.32	55,000.00	-45,103.68	17.99%
02-026 · Christmas Lights	23,500.00	23,500.00	0.00	100.0%
02-027 · Asset Mgt Support & Softw	34,791.75	140,000.00	-105,208.25	24.85%
02-028 · Professional Services	16,690.45	70,000.00	-53,309.55	23.84%
02-029 · Security Cameras	0.00	250,000.00	-250,000.00	0.0%
02-030 · Roundabout Uplighting	37,500.00	76,000.00	-38,500.00	49.34%
02-031 · Crosswalk Enhancements	0.00	100,000.00	-100,000.00	0.0%
02-032 · Streetlight Numbering	0.00	10,000.00	-10,000.00	0.0%

**Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through February 2026**

	<u>Oct 25 - Feb 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
02-033 · Entry Feature Water	2,685.36	9,400.00	-6,714.64	28.57%
02-034 · Irrigation Water	51,215.34	140,000.00	-88,784.66	36.58%
02-035 · Admin Office Rent & Supplies	6,660.00	9,600.00	-2,940.00	69.38%
02-036 · Office Rent & Supplies	7,249.85	26,000.00	-18,750.15	27.88%
02-037 · Cable Phone Modems	3,489.36	10,000.00	-6,510.64	34.89%
02-038 · Base Mgmt Fee FSR	2,500.00	6,000.00	-3,500.00	41.67%
02-039 · Storm Cleanup & Repairs	0.00	112,500.00	-112,500.00	0.0%
02-041 · Operations Team Salaries	202,125.00	485,100.00	-282,975.00	41.67%
Total Expenditures	1,684,500.56	6,161,046.00	-4,476,545.44	27.34%