



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
JULY 7, 2026
4:00 P.M.**

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

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

**561.630.4922 Telephone
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AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

July 7, 2026

4:00 p.m.

Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>

MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

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- B. Pledge of Allegiance
- C. Invocation
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- F. Additions or Deletions to Agenda
- G. Comments from the Public on Agenda Items
- H. Approval of Minutes
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- I. Old Business
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 - a. Consider Resolution No. 2026-15 – Awarding Construction Contract.....Page 17
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- K. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report

3. Manager’s Report

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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 (JULY 7,
2026) was published on the publicly accessible website
<https://notices.collierclerk.com> as designated by Collier
County, Florida on 06/29/2026 until 06/30/2026.


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

by: 
(Affiant Signature)

Yani Fernandez
(Affiant Printed Name)

Sworn to and subscribed before me this 06/30/2026

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


(Deputy Clerk Signature)

Stephanie Martinez 6/30/26
(Deputy Clerk Printed Name) Date

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

(JULY 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 July 7, 2026**, at the Grand Hall at Del Webb located at 6008 Del Webb Way, 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. July 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, JUNE 29, 2026
& EXPIRING AT MIDNIGHT ON TUES., JUNE 30, 2026**

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

JUNE 2, 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 June 2, 2026, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order a 4:00 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 May 25, 2026, until May 26, 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	Todd Wodraska	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson (via Zoom)	Barron Collier Companies

Also present were the following:

Donny Diaz, Jason Vogel, Collier County Commissioner Bill McDaniel, Jenna Buzzacco-Foerster, Liesa Priddy, and approximately 25 members of the public. There were also approximately 8 people present via Zoom.

F. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

G. COMMENTS FROM THE PUBLIC

[Recording time: 01:15 – 18:30]

Ms. Holland stated that staff would be starting a three-minute timer for public comment and reviewed the District's adopted public comment procedures. Ms. Willson clarified that District procedures do not allow for public comment time to be transferred from one person to another, but the Board can decide if they will deviate from policy [on a case-by-case basis]. The Board unanimously agreed that [with regard to today's request] time could be transferred to allow another person more time to speak.

Tony Tozzi, a resident of Ave Maria, spoke on behalf of himself and his wife. He provided the Board and staff with a memorandum he prepared regarding the Landowner Election and the Latitudes update. Mr. Tozzi summarized his memorandum in detail, and it is included in the minutes herein per the direction of the Board.

Mr. Jeff Plys, a resident of Ave Maria, spoke regarding the special benefits of Ave Maria. He reiterated what Mr. Tozzi previously spoke of and mentioned additional benefits throughout the community.

Mr. Klucik thanked Mr. Tozzi for his time and being diligent. He asked if staff could post the notification of the Landowner Election in the Friday Flash. Ms. Willson confirmed that there was no requirement to go above and beyond statutory requirements, but yes, staff could include the notice in the Friday Flash. Mr. Klucik stated that the legal notice was silly and not effective, and that he believed staff should adopt a policy regarding sending emails to notice residents. Discussion ensued regarding public records laws and District staff sending out mass emails. The Board directed staff to look into additional options to communicate election notices to residents. Mr. Klucik and Mr. Casalanguida discussed Latitude and the need to move forward with a methodology to determine special benefits.

H. APPROVAL OF MINUTES [RECORDING TIME: 18:31– 19:35]

1. May 5, 2026, Board Seat Turnover Analysis Workshop

The minutes of May 5, 2026, Board Seat Turnover Analysis Workshop were presented for consideration.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the May 5, 2026, Board Seat Turnover Analysis Workshop, as presented.

2. May 5, 2026, Regular Board Meeting

The minutes of May 5, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the May 5, 2026, Regular Board Meeting, as presented.

3. May 15, 2026, Budget Workshop

The minutes of May 15, 2026, Budget Workshop were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the May 15, 2026, Budget Workshop, as presented.

I. OLD BUSINESS

1. AMSCD Projects Update

[Recording time: 19:35 – 20:55] Ms. Holland stated that District project updates were provided in the meeting book. Mr. Klucik asked about the entry feature. Ms. Holland stated that staff received pricing for replacing the Ave Maria lettering and for modifying the water feature, but staff was awaiting pricing for removing the water feature pond. Mr. Klucik asked about the Board Seat Turnover Analysis and Ms. Holland confirmed that it was included on today's agenda.

2. Board Seat Turnover Analysis Update

[Recording time: 21:10 – 1:12:10] Ms. Holland introduced Ms. Willson and Mr. Tryka to present this item. Ms. Willson explained that she reviewed the information publicly available for similar special districts, all established by Special Act, to compare board seat turnover metrics. Mr. Klucik asked Ms. Willson if any of the districts had undevelopable land included in the district boundary, similar to the Ave Maria Stewardship Community District. Ms. Willson responded that she was not aware of this request while doing her research and advised that she was not sure if this information was available. Discussion between Mr. Klucik and Ms. Willson ensued regarding the last [5th] seat and the qualified elector population, with Ms. Willson confirming that all of the qualified elector numbers were based on projections and that the total anticipated population was not available for each district. Mr. Klucik stated that he believed the turnover method for each district was determined by lobbyists who create the language, in favor of the developer and that he did not see a rational explanation. Mr. Klucik stated that 50% was embedded in the community and Mr. Tryka confirmed that the third seat turns over at 50% based on the urban map method [described in the District Act]. Mr. Casalanguida stated that the developer does not pay lobbyists, and the Board has already agreed that the urban map does not work [will never get to Seats 4 and 5]. He stated that the 60% population calculation made sense because the developer still has a vested interest. Mr. Casalanguida noted that West Villages Improvement District (WVID) also had controversy with the urban map, which is why they converted to the population method, and they use equal increments for determining Board seats, and stated that there was nothing nefarious about even increments. Discussion ensued between Mr. Klucik and Mr. Casalanguida. Mr. Roth suggested that it might be easier to move the population-based method through with even increments, as WVID pursued recently, rather than create something new. Mr. Klucik asked Mr. Tozzi to come to the microphone to repeat his simple suggestion for the Board. Mr. Tozzi suggested that the Board ask the legislature to revise the percentages in the urban map method to get to the third seat faster. Mr. Casalanguida replied that revising the methodology to get to the third seat faster was "cherry picking." Discussion ensued amongst the Board Members regarding Mr. Tozzi's suggestion. Mr. Roth asked Ms. Willson to reiterate WVID's legislative change as the Board was leaning toward transitioning to the population based method based on qualified electors. Ms. Willson reviewed the legislative changes that were recently approved for WVID.

A **motion** was made by Mr. Casalanguida directing staff to take the information that was provided by District Legal Counsel, look at what WVID did to convert from urban map to population based on qualified electors in even increments, and also look at turning over the last seat faster based on what other recent districts had done, and bring back what that process would look like and outlining the numbers.

Mr. Roth seconded the **motion** but suggested amending the **motion** to include the little catch-all that some of the other districts had included [regarding construction completion/buildout and the number of qualified electors]. Mr. Casalanguida agreed with Mr. Roth's suggested amendment. Mr. Klucik asked that the **motion** also be amended to include exploring Mr. Tozzi's suggestion. Mr. Casalanguida did not accept Mr. Klucik's amendment as he does not believe the urban map is the solution. Mr. Roth asked for discussion. Discussion ensued regarding Mr. Tozzi's suggestion.

After no further discussion, Mr. Roth called for a vote and the **motion**, as amended, passed unanimously.

Mr. Klucik suggested language directing staff to look into Mr. Tozzi's suggestion. Discussion ensued amongst the Board Members regarding changing the percentages in the urban map calculation. Mr. Casalanguida suggested that Mr. Tozzi bring something back to the Board, but not get staff involved. Mr. Tryka explained the challenges of the urban map process. Mr. Klucik explained that he was suggesting changing the percentages for seat turnover based on numbers that made sense, and that he was not suggesting changing the boundary. Ms. Willson asked for clarification on the Board's direction.

Mr. Casalanguida confirmed that he was requesting staff to bring back the process with equal increments, including a catch-all and faster turnover at the end, and then provide the steps moving forward if the Board agrees to move forward with the legislation. Mr. Roth added that staff should update Mr. Tryka's table on Page 66 of the meeting book based on the motion to include the catch-all number at the end. Discussion ensued regarding the 50% calculation in the table on Page 66 of the meeting book. Mr. DiFlorio asked if Mr. Tozzi was willing to agree to Mr. Klucik's direction and Mr. Tozzi agreed.

3. Special Assessment Analysis Update-Latitude Property

[Recording time: 1:12:15 – 1:50:43] Ms. Holland introduced Ms. Willson to present this item. Ms. Willson provided an overview of the special assessment process and the implementation process. She emphasized that a special assessment was not a tax. She explained the special and peculiar benefits and the focus on the service the District was providing. Discussion ensued about the benefits and value of the parks and Ms. Willson noted that the parks were owned by of the Master Association. Mr. Casalanguida acknowledged that Commissioner Bill McDaniel was present at tonight's meeting, and that Commissioner McDaniel requested that landowner [Latitude] pay a proportionate share whether or not they stay in the District. All of the Supervisors received an email today from Latitude's attorney agreeing to include this as a condition of the SRA amendment. Discussion ensued amongst the Board Members regarding how the proportionate share was determined. Mr. Roth asked about the limited functions of the District. Ms. Willson confirmed the District's functions/roles, and Mr. Roth stated that the District was not responsible for the goods and services. Mr. Casalanguida asked staff to pull up a map of the SRA boundary.

Ten minute break [1:26:24 – 1:35:45]

Mr. Casalanguida provided a brief history of the rural land stewardship program and explained the benefits of the goods and services, located on the periphery of the town, to the general population. He explained that the residents of Latitude would not use District roads to get to the goods and services, and that they will run their trips on the external roads. Latitude will pay their fair share, and he believed that number would be five to fifteen cents on the dollar, but a study would be done by professionals to determine this number. Discussion ensued between Mr. Klucik and Mr. Casalanguida regarding the landowner representatives, and Mr. Roth requested that this item be wrapped up. Ms. Willson summarized the remainder of her memorandum and recommended consideration of engaging a methodology consultant for further review and analysis, at the Board's discretion.

A **motion** was made by Mr. Casalanguida to put together and advertise an RFP [Request for Proposal] for a methodology consultant to assess what the special benefit would be, have staff score it and bring it back to the Board with their recommendation; and the Board votes to decide who is selected to perform the methodology. Ms. Willson explained RFPs were not typically used for methodology consultants as this was contractual professional services, and it falls outside the scope of CCNA [Consultants' Competitive Negotiation Act]. Mr. Roth asked if this could be advertised as an RFQ [Request for Qualifications]. Ms. Willson confirmed that it could; an RFQ could be put together for these services, but this was different than what had been done in the past. Mr. Casalanguida agreed with the RFQ process. Discussion ensued amongst the Board Members and they ultimately agreed that the Board of Supervisors needed to act in the best interest of the District. Ms. Willson confirmed that Board would like staff to reach out to potential entities that perform this service to notify them of the existence of the RFQ. There was no further discussion and the Board unanimously agreed that the direction to staff was clear.

J. NEW BUSINESS

1. Consider Resolution No. 2026-13 – Approving Fiscal Year 2026/2027 Proposed Budget, O&M Assessments, and Setting a Public Hearing

[Recording time: 1:50:54 – 2:20:50] Resolution No. 2026-13 was presented, entitled:

RESOLUTION NO. 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026/2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

Ms. Holland introduced this item. She reminded the Board that the budget was presented in detail at the Budget Workshop on May 15th. She reviewed the items that changed since the Workshop including increasing the vehicle/fuel maintenance line item by \$5,000 due to the increase in fuel costs, increasing the font size of the Total Estimated Developer/Builder On Roll Assessment in current year on Page 5 of the budget book, and correcting a formula error to the 2025 master bonds to the developer contribution on the detailed operating page. She explained that the budget included 100% developer contribution currently for the 2025 master bonds, but that would get reduced, and debt assessments would increase as soon as staff gets the first assessment roll of the summer. Ms. Holland indicated that the proposed budget assumes contract renewal/extension with both Davey Tree for Landscape and Maintenance Services and the District Audit. She explained the office space rent line items for both Admin and Maintenance. Ms. Holland reminded the Board that at the Budget Workshop, the Board discussed the option of replacing the entry sign/lettering at the Ave Maria Boulevard entrance this year and removing it from the budget next year. The Board unanimously agreed and directed staff to move forward with the sign replacement this year and remove the \$45,000 line item in the proposed budget. Discussion ensued amongst the Board Members and Ms. Holland regarding the proposed budget and the reserves.

Ms. Holland reviewed the proposed operation and maintenance (O&M) assessment, including reserves, and explained that these numbers had not changed since the Budget Workshop. She reviewed the assessment numbers on the television for the audience to view and explained that this was the third and final increase of the previously approved stair-step increase. Ms. Holland reviewed the reserves and explained that it was a fluid document that required continuous updates based on the tax roll. She presented the reserve table for the next five years, but the reserve funding document was projected for the next 30

years. After this year, the assessment is only anticipated to increase by the Consumer Price Index (CPI) in future years. Discussion ensued about the CPI increase and the Board agreed that this may need to be revisited in the future. Mr. Klucik asked about the lake bank repairs and why they was taking so long. Mr. DiFlorio confirmed that he recently received an email with an update regarding the change in the type of liner which resulted in additional time to complete the work.

Mr. DiFlorio reminded staff that when the letter goes out informing residents of the increase, that there will be a lot of questions. He suggested staff inform the residents that this was as a result of the third step of the stair step increase previously approved by the Board. Ms. Holland confirmed that staff would attempt to better inform residents of the increase and potentially include FAQs with the letter.

Mr. DiFlorio asked where the maintenance office space was now and Ms. Holland explained that staff stored some equipment at the Ave Maria Utility Company (AMUC) maintenance building. Discussion ensued regarding the AMUC space and the District's ownership of the irrigation utility and shared space. Ms. Holland explained that the proposed flex space would store the mini trucks, equipment, spare light poles, and other District maintenance items. AMUC is outgrowing the current space and will have a unit in the flex space as well. Mr. DiFlorio stated that he would like to see additional police/security in Ave Maria and was interested in adding this to the budget. Ms. Willson reviewed the District's powers relating to enhanced law enforcement services. Mr. Casalanguida suggested a discussion with the Sheriff's office regarding police presence in Ave Maria. Discussion ensued and the Board unanimously agreed to remove the Administrative line item for Audio Visual Media for \$15,000 and replace it with Enhanced Security in the amount of \$15,000 in the Maintenance budget. Mr. DiFlorio requested a meeting with CCSO [Collier County Sheriff's Office] regarding what they can and cannot do.

Ms. Holland recommended setting the Final Budget Hearing for the currently scheduled August 4, 2026, meeting at 6:00 p.m. at Grand Hall at Del Webb. The Board unanimously agreed to the date and time.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously adopting Resolution 2026-13 – Adopting Fiscal Year 2026/2027 Proposed Budget, as amended, O&M Assessments, and Setting a Public Hearing for August 4, 2026, at 6:00 p.m. at Grand Hall at Del Webb.

2. Consider Resolution No. 2026-14 – Approving Fiscal Year 2026/2027 Proposed Budget for the Master Irrigation Utility System

[Recording time: 2:20:52 – 2:22:09] Resolution No. 2026-14 was presented, entitled:

RESOLUTION NO. 2026-14

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A PROPOSED FISCAL YEAR 2026/2027 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM

Ms. Holland presented the Master Irrigation Utility Budget. She explained that the budget was similar to years past, but this year, the revenue was predicted to be a little higher than the expenditures, resulting in a surplus in the budget. She explained that this was the intent of the rate study and rate increases that began in October 2025. Ms. Holland stated that Jason Vogel was present at the meeting to answer any questions. There were no questions or discussion.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously adopting Resolution 2026-14 – Adopting Fiscal Year 2026/2027 Proposed Budget for the Master Irrigation Utility System, as presented.

3. Consider Preliminary Approval of Developer Funding Agreement

[Recording time 2:22:11 – 2:25:50] Ms. Holland presented this item and explained that the proposed FY 2026/2027 Developer Funding Agreement was included in the meeting book. She noted that the Board did not need to approve the agreement until the adoption of the final budget, but it was included with the proposed budget for review and comments. The Developer Funding Agreement addresses the developer funding for the O&M deficit similar to prior years. The Developer Funding Agreement also addresses the Master Irrigation Utility Budget. Mr. Roth asked if there were any changes to the Agreement from previous years. Ms. Willson responded that the Agreement was modified in accordance with the changes to the Master Irrigation Utility Budget. She explained that the Irrigation Budget did not have a line item for developer contribution, so that was removed from the Agreement, but it still included language for deficit funding. Mr. Klucik asked Ms. Willson for clarification on the change, and she clarified the reason for the change in the language. Mr. Klucik noted that this was the preliminary approval of the agreement and asked if this would come back for final approval. Ms. Holland confirmed that it would; the final will be brought back to the Board with the final budget.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed approving the Preliminary Developer Funding Agreement, as presented.

4. Consider Change Orders for Time Extension Only in Conjunction with the Anthem Parkway Project

- a. Change Order No. 9 to Agreement with Earth Tech Enterprises, Inc. (Anthem Pkwy Ph 5A)**
- b. Change Order No. 2 to Agreement with Earth Tech Enterprises, Inc. (Anthem Pkwy Ph 5B)**
- c. Change Order No. 2 to Agreement with Douglas N. Higgins, Inc. (Anthem Pkwy Ph 5B)**
- d. Change Order No. 2 to Agreement with O'Donnell Landscapes, Inc. (Anthem Pkwy Ph 5B)**

[Recording time 2:25:52 – 2:28:15] Ms. Holland presented this item. She explained that Anthem Parkway Phase 5A and 5B construction projects had been ongoing since 2023 and 2025, respectively. The proposed change orders exclusively request to increase the number of days to the contract time and if approved, would formally modify the project's completion dates in the construction contracts. Staff and engineering consultants underestimated the time it would take to complete all construction activities and omitted adjusting the number of days on previous change orders that were brought before the Board. Ms. Holland confirmed that Anthem Parkway North would be fully open before the Ave Maria Elementary School opens this fall, including acceptance by Collier County. Ms. Holland assured the Board that she would pay closer attention to these contracts moving forward.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving Change Orders for Time Extension Only in Conjunction with the Anthem Parkway Project, as presented above.

5. Consider Approval of a Pathway Easement from the Ave Maria Master Association to the District for a Sidewalk Along Anthem Parkway Phase 5A

[Recording time 2:28:17 – 2:33:45] Ms. Holland presented this item. She explained that the Anthem Parkway Phase 5A plans included a 12-ft wide asphalt multi-use pathway along the north side of the roadway, similar to the rest of Anthem Parkway from Pope John Paul II Boulevard to Ave Maria Boulevard.

The pathway was constructed and is functioning efficiently. Earlier this year, District staff and Peninsula Engineering met with Collier County Public Schools (CCPS) and the new principal of Ave Maria Elementary School (AME) to discuss transportation logistics well before the school opens in August 2026. CCPS expressed concerns that the existing 5-ft wide concrete sidewalk on the south side of Anthem Parkway terminates at the Water Park. CCPS was concerned that students walking to school may use the sidewalk to get to school and because the sidewalk terminates with no connection to the multi-use path on the north side of the roadway, the pedestrians may choose to cross the road at a location with no designated crosswalk, placing the pedestrians at risk. District staff and Peninsula Engineering further discussed the concerns and recognized the benefit of extending the 5-ft wide concrete sidewalk along the south side of Anthem Parkway North to the dedicated signalized pedestrian crosswalk to AME. Peninsula Engineering conducted due diligence in the design of the sidewalk extension and determined the best location for the sidewalk was just outside the District's right-of-way, on the Master Association's (MA) property, and the District will own and maintain the 5-ft wide sidewalk. Peninsula Engineering has submitted plans to Collier County to permit the sidewalk, and they are requesting pricing for construction. District staff hopes to have the sidewalk constructed prior to the first day of school. If the sidewalk construction is not completed in time for school, there is a plan in place to install additional signage to direct pedestrian traffic to safe travel routes. Discussion ensued amongst the Board Members and staff clarified the location of the proposed sidewalk.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving a Pathway Easement from the Ave Maria Master Association to the District for a Sidewalk Along Anthem Parkway Phase 5A, as presented.

6. Consider Approval of Amendment to District Office Lease Agreement with Ave Maria Development

[Recording time: 2:33:46 – 2:35:15] Ms. Holland presented this item. She explained that the Board of Supervisors approved a lease agreement last year with Ave Maria Development (AMD) for two executive suites in Town Core Building #3 (5072 Annunciation Circle, Suites 218 & 219). The original lease included renewal options of four additional terms of one year, at a maximum annual increase of 3%. The proposed rent for the first renewal is \$1,900 per month, for a total of \$22,800 annually, which is just under the 3% maximum annual increase rate. Staff has budgeted accordingly in the proposed FY 2026- 2027 budget. She added that staff was planning for the 5-10 year capital improvement projects for the District, which will include the government building.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the Amendment to District Office Lease Agreement with Ave Maria Development, as presented.

7. Consider Approval of Partnership Letter with Collier County and Authorizing District Manager to Send to County Manager

[Recording time: 2:35:25 – 2:37:08] Ms. Holland presented this item. She explained that staff prepared a letter summarizing the discussion between the District and Collier County earlier this year, included in the meeting book on Pages 176 and 177. County staff verbally agreed to take over ownership and maintenance of the streetlights on Oil Well Road and to donate the 0.76 -acre parcel of land owned by the County to the District. With the Board's approval, Ms. Holland explained that she would send the letter to the County Manager and the County Manager would present the letter to the Board of County Commissioners so they can take the necessary action to keep the partnership moving forward. Mr. Casalanguida stated that Commissioner McDaniel was supportive of this request. Mr. DiFlorio asked where the parcel was located. Ms. Holland confirmed the location was to the left [while looking at] of the fire station. Mr. DiFlorio asked

if there was a playground located on the property and Ms. Holland confirmed there was not; the playground is not located on the property.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the Partnership Letter with Collier County and Authorizing District Manager to Send to County Manager, as presented.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a. Financials

[Recording time: 2:37:25– 2:37:55] Ms. Holland indicated that the financials through April 2026 were included in the meeting book and that we were still tracking well so far. She reminded the Board about the several Board Meetings that would be held at Del Webb and she would update calendar invites. Ms. Holland agreed to send email reminders regarding the meeting location.

L. FINAL PUBLIC COMMENTS

There was no further public comment.

M. BOARD MEMBER COMMENTS

[Recording time: 2:38:04 – 2:40:40]

Mr. Klucik stated that he appreciated the detailed legal analysis and thanked Ms. Willson. He also appreciated the Workshops and believed they were helpful. Mr. Roth agreed that it was helpful to have discussions during Workshops. Mr. Casalanguida expressed his thanks to staff and explained that he wanted meetings to go smoothly and for everyone to get along, and he assured the residents that their interests were being covered and that he would try hard to get along with the other Supervisors.

Mr. DiFlorio reminded the Supervisors of the required ethics training and completing forms and gave Mr. Casalanguida kudos, stating that he was very confident in what he had been saying.

Ms. Holland informed that Board that she would like to cancel the July meeting if there were no time sensitive items and the Board agreed.

N. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 6:42 p.m. on a **motion** made by Mr. Casalanguida, seconded by Mr. Roth, and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chairman

To: AMSD Board of Supervisors Date: June 2, 2026
From: Anthony Tozzi, 6415 Rushmore Road, Ave Maria FL 34142
Contact: 609-954-6761 or tonytozzi@comcast.net
Re: Ave Maria Stewardship District Legislative Amendments

I am submitting this memo in regard to Resolution No. 2026-12 and the Agenda Item dealing with the 2 legal opinion letters that analyze the special benefit standard for the District to impose special assessments.

RESOLUTION NO. 2026-12 establishes the date, time and place for the Landowner Election for November of this year. Last month, I commented on how the Notice to residents about a Landowner Elections is ineffective since the Ave Maria statute only requires a Notice to be published in a County newspaper twice before the election. I also suggested that this Board seek legislative changes regarding Board of Supervisors elections to address the matter.

I am not here to rehash those comments. Rather, I recognize that legislative change on this matter is not possible before the November election, and perhaps not possible for some time or at all. Therefore, even though the statute only requires 2 newspaper notices, that doesn't mean this Board can't do more for its constituents. This Board has a good track record of transparency and being open to greater involvement by residents. In furtherance of that record, I ask the Board to adopt a policy that would provide an additional means of notice to District residents. An inexpensive and easy option is to send an email blast to all residents notifying them of the date, time and place of the meeting with a brief description of the Landowner Election process. The weekly Friday Flash issued by the Master Association provides District residents with pertinent information about upcoming community events. A similar email about the Landowner Election would be equally pertinent and would be a far better way of providing notice than a newspaper publication.

As to the 2 legal opinion letters, the one from the attorney representing the Minto developer concluded that the Latitude property would derive no special benefit from the District and consequently this Board would not have the legal

authority to impose O&M Assessments to the Latitude property. That opinion is troubling and I believe flawed for 3 reasons.

1. It is neither an unbiased nor independent legal opinion upon which this Board should rely. It was commissioned and paid for by the Minto developer that has a vested economic interest in having the Latitude property exempt from paying District O&M Assessments. Is anyone surprised that the Minto legal opinion supports the Minto's objective.

2. The Minto opinion cherry picks only a portion of Florida law that sets forth the legal standards on what constitutes a special benefit to a property. In contrast, the legal opinion letter from the Board's attorney, Ms. Wilson, provides a clear and more extensive discussion of the law and the holdings from several Florida court cases that have examined this issue. Her opinion accurately spells out that a special benefit would exist if the property were affected in any of the following ways:
 - Increased value or market value of the property
 - Increased marketability of the property
 - Enhanced use and enjoyment of the property

As a real estate attorney myself and a former realtor, I believe Latitude clearly and convincingly receives a special benefit from the District under all 3 of those factors. While Latitudes will provide some amenities within its neighborhood, it will not have the myriad of services and facilities that the District provides from which the Latitude property will undoubtedly benefit; namely its parks, restaurants, grocery store, bank, church, gas station, fire and police station and other retail establishments. There is no doubt that these District amenities enhance the value and marketability of the Latitude property and increase the use and enjoyment of the Latitude property. Every SRA within the Collier County Rural Lands Stewardship Area has found that the communities within the various SRAs receive special benefits from being within its SRA. Latitudes would be no different and

Mintos is undoubtedly building the Latitudes project because of the special benefits it will receive by being within the Ave Maria Stewardship District. I recognize that I don't represent this Board as its attorney and my legal analysis does not hold the same weight as Ms. Wilson. So, while I commend Ms. Wilson's analysis on the law, I hope this Board will ask Ms. Wilson to expand upon her legal opinion to provide a conclusion (as the Minto legal opinion does) as to whether or not the Latitude property would receive a special benefit based on the factors she outlines in her opinion. An affirmative conclusion would allow the District to be on sound legal ground in imposing a special assessment on the Latitude property.

3. Instead of addressing the special benefit factors set forth under Florida law, the Minto legal opinion cites the following reasons why Latitudes should be exempted from O&M assessments:

"Latitudes will be served by a self-contained drainage system that does not connect to the District system and will own and maintain its own internal roads, lighting, landscaping and similar facilities." The opinion also cites Latitudes as being disconnected from the District due to its location across Camp Keais Road.

While that all may be true, it is equally true for the Del Webb neighborhood, whose location is as much disconnected from the District as is Latitudes. Likewise, Del Webb owns and maintains its own internal roads, lighting, landscaping and similar facilities. While Del Webb may not own a self-contained drainage system, there is an Agreement between Del Webb and the District which shifts all responsibility and cost to Del Webb for the operation, maintenance, repair, and replacement of the Del Webb drainage system. Accordingly, the Del Webb drainage system functions in the same manner as the Latitudes self-contained drainage system. If the basis which Minto's cites for its conclusion that it receives no special benefit is correct, Del Webb could make the same assertion and seek to be exempted from O&M assessments. Other District neighborhoods could make similar exemption requests. I don't believe the Board should be buying what Minto is selling and heading down this slippery slope.

Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon) 6/7/2022	Q2 2023	Anthem Parkway Roadway: Q4 2026 IPS #4: Q3 2026	100% Design 90% Construction	\$10,264,854	*\$13,100,000	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Phase 5A: Final lift of asphalt completed. Temporary striping in progress. Final striping to be installed after asphalt curing complete. Phase 5A Sidewalk Addition: Insubstantial Change approved by Collier County. Bid received from contractor. Change order to be presented to Board at 7/7/26 meeting. IPS4: Irrigation pump station installation complete. Access driveway outstanding; pending confirmation from AMUC on proposed temporary conditions until building construction (gravel in lieu of concrete). Lake construction complete. Landscaping nearing completion (minor sod completion remaining). Recharge well construction in progress. Building design for irrigation pump station housing in progress.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	Q1 2025	Q3 2026	100% Design 80% Construction	\$8,394,852	*\$9,609,525	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Ph 5B-1 is complete. Ph 5B-2: Final lift of asphalt completed.* Temporary striping in progress. Final striping to be installed after asphalt curing complete. Utility certification approved. Landscape and lighting complete. Site certification under review by Collier County. Final inspection date TBD. Roadway on schedule to be completed* and open by mid-July (before Ave Maria Elementary School is opened). *Connection at Madison St. (Emerson Park) has been approved as a separate phase of construction and will not be completed at this time. Emerson Park has not agreed to allow the connection at this time.
Arthex Commerce Park Phase 2 5/7/2024	2/1/2024	6/1/2026	100% Design 100% Construction	\$2,402,283	\$2,426,195	Developer Contribution Agreement,	David Hurst	AMD and District	Project complete including Collier County preliminary acceptance.
Athrex Commerce Park Phase 3 12/26/2024	6/1/2025	3/1/2027	Mass Grading/Excavation - 95% Construction Roadway/Infrastructure	TBD	Earthwork/Mass Grading Only - \$2,045,036.80	2025 Bonds	David Hurst	AMD and District	Mass grading project is 95% complete. Roadway construction plans are approved, plat is being prepared for recording, and infrastructure bids received 6/19/26. Board to consider award of contract at 7/7/26 meeting.
District Website Update 1/23/2025	1/23/2025	12/30/2026	30%	TBD	TBD	N/A	GSMA	Allyson Holland	Updates to website continue.
Crosswalk Analysis/Intersection Improvements 8/27/2025	6/1/2025	9/30/2026	100% Analysis 60% Construction	\$100,000	\$56,515	FY 25/26 O&M Budget	TBD	Allyson Holland (District)	Striping improvements complete at Avila, Asissi, Anthem, Bellera, and Useppa, and missing signage installed at Bellera and Useppa. Removal of hedges to improve line-of-sight concerns complete at Asissi, Bellera, and Useppa. Staff confirmed parking spaces on the Boulevard near Avila can be gored/striped so cars cannot park in those spaces, improving the line-of-sight. Striping scheduled for July.
Ave Maria Blvd Entry Feature Design Alternatives 1/23/2026	10/14/2025	9/30/2026	90%	N/A	\$15,000	FY 25/26 O&M Budget	OPI	Allyson Holland (District)	Staff secured pricing and renderings for sign/letter replacement; will be presented for Board consideration at 7/7/26 meeting. Staff securing pricing to remove fountain pool and replace with plantings.
Collier County Partnership 3/30/2026	3/3/2026	12/1/2026	25%	TBD	TBD	TBD	LJA	Allyson Holland (District)	Board approved letter to County at 6/2/26 meeting, District Manager sent to County. Waiting to hear back from County.
Board Seat Turnover Analysis 3/30/2026	3/3/2026	12/1/2026	75%	TBD	TBD	TBD	LJA	Allyson Holland (District)	Board provided direction to staff at 6/2/26 meeting. Staff to bring back additional information and timeline at 8/4/26 meeting.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: July 1, 2026
Board Meeting Date: July 6, 2026

SUBJECT

Arthrex Commerce Park Phase 3 Project

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the following items related to the Arthrex Commerce Park Phase 3 Project:

- a. Resolution 2026-15 Award of Contract (based on District Engineer’s recommendation)
- b. Cost Share Agreement with Ave Maria Utility Company, LLLP
- c. Amendment to Agreement for Project Engineering Services
- d. Work Authorization No. 3 to Peninsula Engineering

GENERAL INFORMATION

Arthrex Commerce Park Phase 3 (ACP3) is a ±102.67-acre phased construction project situated on the northwest corner of Oil Well Road and Ave Maria Boulevard. Improvements consist of a backbone roadway, stormwater drainage, underground utilities, and landscape & irrigation in preparation for future development. This project includes filling in a portion of the Oil Well Road canal in preparation for a proposed faux bridge, Oil Well Road public right-of-way improvements, and improvements on Ave Maria Boulevard. The ACP3 project is included in the Sixth Sub-Master Supplemental Engineer’s Report for the Ave Maria Stewardship Community District Series 2025 Master Bonds. A copy of the construction phasing plan is attached to this memorandum.

All pre-qualified contractors in the necessary categories were contacted with an invitation to bid (ITB) on June 5, 2026 for all demolition, construction, and restoration required to construct the project as shown in the construction plans. Bids were due on June 19, 2025. The District Engineer conducted a bid analysis, which included discussions with the District Manager, Engineer of Record, and District Legal Counsel. The District Engineer prepared a memorandum with the Bid Results and Recommendation of Award of Contract.

Similar to previous District construction projects, ACP3 includes utilities which were included in the ITB. Ave Maria Utility Company (AMUC) owns and operates the water and wastewater utilities, and AMUC will pay for the cost of the utility work items included with the project. A Cost Share Agreement with AMUC has been prepared for the Board’s consideration.

This item also includes an Amendment to the Agreement with Peninsula Engineering for Project Engineering Services to update the rate schedule. The current rate schedule was approved by the Board in April of 2024, and pursuant to the agreement, Peninsula Engineering may request a renegotiation of hourly rates annually. Note that this is the first time the rate schedule has been requested to be modified.

Finally, this item includes Work Authorization No. 3 for Peninsula Engineering in accordance with the current agreement for project engineering services. The work authorization includes engineering services related to the ACP3 project.

DISTRICT ENGINEER REVIEW

District Engineer has provided a memorandum with Bid Results and Recommendation of Award of Contract.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the Resolution, Cost Share Agreement, Amendment to Agreement, and Work Authorization for legal form and sufficiency.

FUNDING REVIEW

Funding source is 2025 bonds and anticipated 2027 bonds. In the event funds are needed prior to issuance of the 2027 bonds, the Developer and District will enter into a Construction Funding Agreement to provide District funds in advance of the 2027 bond issuance and be repaid from the eligible 2027 bond proceeds. AMUC will pay for AMUC items of work pursuant to the cost share agreement for Arthrex Commerce Park Phase 3 utility items.

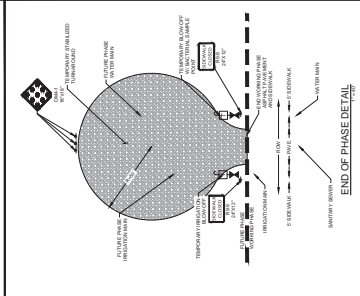
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/20/2024
2	ISSUED FOR PERMITS	08/20/2024
3	ISSUED FOR PERMITS	08/20/2024
4	ISSUED FOR PERMITS	08/20/2024
5	ISSUED FOR PERMITS	08/20/2024
6	ISSUED FOR PERMITS	08/20/2024
7	ISSUED FOR PERMITS	08/20/2024
8	ISSUED FOR PERMITS	08/20/2024
9	ISSUED FOR PERMITS	08/20/2024
10	ISSUED FOR PERMITS	08/20/2024

DATE: 08/20/2024

PROFESSIONAL SEAL:
 STATE OF FLORIDA
 CIVIL ENGINEER
 NO. 12345
 EXPIRES: 12/31/2025

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/20/2024
2	ISSUED FOR PERMITS	08/20/2024
3	ISSUED FOR PERMITS	08/20/2024
4	ISSUED FOR PERMITS	08/20/2024
5	ISSUED FOR PERMITS	08/20/2024
6	ISSUED FOR PERMITS	08/20/2024
7	ISSUED FOR PERMITS	08/20/2024
8	ISSUED FOR PERMITS	08/20/2024
9	ISSUED FOR PERMITS	08/20/2024
10	ISSUED FOR PERMITS	08/20/2024

DATE: 08/20/2024



LEGEND

	PHASE 3A-1
	PHASE 3A-2
	PHASE 3B-1
	PHASE 3B-2



Engineering Firm Number: 31200
Surveying Firm license: LB8569

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

MEMORANDUM

Date: July 7, 2026
Project: Arthrex Commerce Park Phase 3
Subject: Bid Results and Recommendation of Award of Contract
From: Edward F. Tryka III, PE, District Engineer
To: Allyson Holland, PE, District Manager

All pre-qualified contractors were contacted with an invitation to bid. Bids for the project were due on June 19, 2026. The bid was split into four categories – Earthwork & Paving, Drainage & Utilities, Conduit & Lighting, and Landscaping. Contractors were allowed to submit a bid for a single category, multiple categories, or the entire project.

The following ten (10) companies submitted a bid:

American Infrastructure Services, Inc.	Conduit & Lighting
Capling Leveling, Inc.	Earthwork & Paving
DN Higgins, Inc.	Drainage & Utilities
Earth Tech Enterprises, Inc.	Earthwork & Paving
Haskins, Inc.	Earthwork & Paving and Drainage & Utilities
Irrigation Innovators, LLC	Landscaping
Jensen Underground Utilities	Drainage & Utilities
Land Care	Landscaping
Mitchell & Stark Construction Co.	Earthwork & Paving and Drainage & Utilities
O'Donnell Landscapes, Inc.	Landscaping

The bids were analyzed to determine if the lowest price would be for the individual components or if there was a better price with them combined. For this analysis, if a contractor bid multiple components, the Miscellaneous category was split on a percentage basis across each component to provide a more equal comparison. Also, bids were adjusted to a total of 51,000 CY of import fill on Phase 3A based on Bid Addendum #2. The combined components of both Earthwork & Paving and Drainage & Utilities results were as follows:

Mitchell & Stark Construction Co.	\$ 8,859,181.43
Haskins, Inc.	\$ 9,222,334.16

The individual Earthwork & Paving results were as follows:

Earth Tech Enterprises, Inc.	\$ 3,761,806.45
Capling Leveling, Inc.	\$ 4,119,431.53
Mitchell & Stark Construction Co.	\$ 4,712,185.02
Haskins, Inc.	\$ 5,522,683.03

The individual Drainage & Utilities results were as follows:

Haskins, Inc.	\$ 3,699,651.13
Mitchell & Stark Construction Co.	\$ 4,146,996.41
Jensen Underground Utilities	\$ 4,328,964.20
DN Higgins, Inc.	\$ 5,543,829.00

Comparing the low bids of the individual components vs. the combined components yielded the following results:

Earth Tech Enterprises, Inc. + Haskins, Inc.	\$ 7,461,457.58
Mitchell and Stark Construction Co. (Both)	\$ 8,859,181.43

Using the low bid from two contractors as opposed to the low bid from a single contractor will result in overall cost savings of \$1,397,723.85.

For the Conduit & Lighting component of the project a single bid was received from American Infrastructure Services, Inc. for \$750,238.00

For the Landscaping portion, three bids were received, but only one bid was deemed responsive from O'Donnell Landscapes, Inc. for \$411,441.86. This was lower than the two non-responsive bids.

The bids were checked for mathematical errors, and only one was found on the Earth Tech Enterprises, Inc. bid, which was adjusted and did not affect their status as the low bidder for the Earthwork & Paving portion of the project.

It is our recommendation to the Board to award the bid to the lowest bidder in each of the four individual categories - Earthwork & Paving, Drainage & Utilities, Conduit & Lighting, and Landscaping. Based upon our review of the bids received it is our recommendation to the Board that it finds the following contractors the lowest responsive bid submitted by a responsive bidder:

Earthwork & Paving	Earth Tech Enterprises, Inc.
Drainage & Utilities	Haskins, Inc.
Conduit & Lighting	American Infrastructure Services, Inc.
Landscaping	O'Donnell Landscapes, Inc.

In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with either Earth Tech Enterprises, Inc., Haskins, Inc., American Infrastructure Services, Inc., or O'Donnell Landscapes, Inc. that would prevent us from recommending their selection as the lowest responsive bids submitted by responsive and responsible bidders.

LJA Engineering, Inc. looks forward to working successfully with the selected bidders on this project.

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF CONSTRUCTION CONTRACTS AND EXECUTION OF APPLICABLE COST SHARES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the Arthrex Commerce Park Phase 3 Earthwork & Paving, Drainage & Utilities, and Landscaping project (the “Project”); and

WHEREAS, the District has received and evaluated bids from prequalified contractors interested in providing services related to the Project; and

WHEREAS, four entities, Capling Leveling, Inc., Earth Tech Enterprises, Inc., Haskins, Inc., and Mitchell & Stark Construction Co. Inc., submitted responsive bids for Earthwork & Paving services (the “Earthwork & Paving Project”); and

WHEREAS, four entities, Douglas N. Higgins, Inc., Haskins, Inc., Jenson Underground, and Mitchell & Stark Construction Co. Inc., submitted responsive bids for Drainage & Utilities services (the “Drainage & Utilities Project”); and

WHEREAS, two entities, Haskins, Inc. and Mitchell & Stark Construction Co. Inc., submitted responsive bids for combined Earthwork & Paving Project and Drainage & Utilities Project; and

WHEREAS, one entity, O’Donnell Landscapes, Inc submitted a responsive bid for Landscape services (the “Landscape Project”); and

WHEREAS, one entity, American Infrastructure Services, Inc. submitted a responsive bid for Conduit & Lighting services (the “Conduit & Lighting Project”); and

WHEREAS, in accordance with District Rule of Procedure Rule 3.5, the Board may proceed with the procurement of construction services in the manner the Board determines is in the best interests of the District, which may include awarding the Project in multiple contracts;

WHEREAS, in the best interest of the District, the Board desires to award separate contracts for the Earthwork & Paving Project, the Drainage & Utilities Project, the Landscaping Project, and the Conduit & Lighting Project.

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

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The bids submitted by Earth Tech Enterprises, Inc. for the Earthwork & Paving Project, Haskins, Inc. for the Drainage & Utilities Project, O'Donnell Landscapes, Inc. for the Landscape Project, and American Infrastructure Services, Inc. for the Conduit & Lighting Project are the lowest responsive bids submitted by a responsive and responsible bidder which best each serves the interests of the District.

SECTION 3. Earth Tech Enterprises, Inc., Haskins, Inc., O'Donnell Landscapes, Inc., and American Infrastructure Services, Inc. (collectively the "Contractors") shall each be awarded a contract for their respective construction services for the Project.

SECTION 4. The Chairman, or in the Chairman's absence the Vice-Chairman, and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of contracts with the selected Contractors. Further the Chairman, or in the Chairman's absence the Vice-Chairman, is authorized to execute a cost share agreement with any respective entities for non-District items of work included in the Contractors' bids and related to the Project. Furthermore, in the event necessary, the Chairman, or in the Chairman's absence the Vice-Chairman, and District Staff are hereby authorized to execute easements or necessary governmental applications or permitting items pertaining to the Project upon approval of District Engineer and District Counsel.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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

ATTEST:

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

Secretary / Assistant Secretary

Jay Roth, Chairman

**COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA UTILITY COMPANY, LLLP, FOR THE
CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS
[ARTHREX COMMERCE PARK PHASE 3]**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 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, being situated in Collier County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Ave Maria Utility Company, LLLP, a Florida limited liability limited partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“AMUC” together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, the District intends to enter into agreements (collectively the “Construction Contract”) with Peninsula Improvement Corporation d/b/a Peninsula Engineering, Earth Tech Enterprises, Inc., Haskins, Inc., O’Donnell Landscapes, and American Infrastructure Services, Inc. (collectively the “Contractor”), in connection with the Arthrex Commerce Park Phase 3 project (the “Project”), which contract will be administered by such person or entity appointed by the District (the “Construction Project Manager”) subject to review by the District’s engineer authorized to conduct such review (the “Engineer”). As used herein, the term “Work” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

WHEREAS, AMUC is currently not a party to the Construction Contract; however, AMUC owns and operates utilities on certain lands located within and adjacent to the confines of the Project site (the “Utilities”); and

WHEREAS, District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the District’s Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006 as supplemented by the Second Supplemental Sub-Master Engineer’s Report for the Ave Maria Stewardship Community District dated September 9, 2025, as supplemented by the Sixth Sub-Master Supplemental Engineer’s Report for the Ave Maria Stewardship Community District Series 2025 Master Bonds, dated October 14, 2025 (together, the “Capital Improvement Plan”), and benefit lands within the District (the “District Items of Work”); and

WHEREAS, AMUC has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District's Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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:

AGREEMENT

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

2. ITEMS OF WORK. The Contractor's proposal describes the scope of the work (the "Total Work"), as included in the Construction Contract. **Exhibit A** identifies those items that are to be the responsibility of AMUC to fund (the "AMUC Items of Work"). The District and AMUC shall each own, operate and maintain their respective Items of Work.

3. COST ALLOCATIONS.

3.1 Cost Allocation. AMUC shall pay all of the costs of the AMUC Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the AMUC Items of Work and notify AMUC of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 Dispute of Engineer's Determination. Should the District or AMUC dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third

party engineer may, upon the written consent of the District and AMUC, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give AMUC the right to dispute the cost of the AMUC Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: the Project Manager and Engineer will review invoices and determine which portion is District Items of Work and which portion is AMUC Items of Work; the District will submit a requisition for the District Items of Work and AMUC will pay the vendor directly for AMUC Items of Work. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee.

5. ACCEPTANCE OF WORK

5.1 Acceptance of Work. Before the District makes Final Payment as defined below, the District shall provide AMUC with a certificate from the Engineer that, to the best of his knowledge, the AMUC Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, AMUC shall inspect the Project and provide written notice to the District that the AMUC Items of Work, to the best of AMUC's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by AMUC to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to AMUC that such notice be provided. Should AMUC fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, AMUC is deemed to have determined that the AMUC Items of Work are in substantial compliance with the Construction Contract.

- 5.2 *Substantial Compliance.* If AMUC's notice is that the AMUC Items of Work are in substantial compliance (or if AMUC fails to provide notice as provided in subsection 5.1), then AMUC shall be deemed to have accepted the AMUC Items of Work except as to defects not then readily discoverable. AMUC shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from AMUC, the District shall pay the Contractor. Subsequent to AMUC's giving such notice of such substantial compliance and the making of Final Payment by the District, AMUC agrees that it shall have no claim against the District with respect to any AMUC Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.
- 5.3 *Non-Compliance.* In the event AMUC's notice is that AMUC Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying AMUC Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the AMUC Items of Work. In the event the District disputes AMUC's notice of non-compliance, notice of such dispute shall be provided to AMUC by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the AMUC Items of Work subject to AMUC's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractor, AMUC shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the AMUC Items of Work, provided that the defective AMUC Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by AMUC pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the AMUC Items of Work without the written consent of AMUC.
- 6.2 *Entitlement to Credits.* In the event the AMUC gives written consent in accordance with Section 6.1, AMUC shall be entitled to receive the benefit of any credits with respect to the AMUC Items of Work as determined in accordance with the Construction Contract.
- 6.3 *Record Drawings.* Upon request, the District shall furnish AMUC, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the “Record Drawings”). The Record Drawings shall be delivered to AMUC upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

- 7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of AMUC, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing AMUC as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, AMUC will pay those additional costs. AMUC will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that AMUC, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to AMUC for the proceeds of such insurance that is applicable to the AMUC Items of Work.
- 7.2 *Waiver of Subrogation.* The District and AMUC waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

8. LICENSE. AMUC hereby grants the District and the District's agents a temporary license to enter property owned by AMUC, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter AMUC's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF AMUC. It is the intent of the Parties that AMUC's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that AMUC shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. AMUC hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by AMUC for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to AMUC of such notices as the necessity for the notices arises. AMUC agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the AMUC Items of Work portion of the Construction Contract or as are otherwise related to the AMUC Items of Work. At the completion of the Work, AMUC shall own, operate and maintain AMUC Items of Work.

10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

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

12. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement

accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

16. NOTICES. All notices, requests, consents and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to AMUC: Ave Maria Utility Company LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

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: Alyssa C. Willson

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 AMUC may deliver Notice on behalf of the District and AMUC. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Collier County, Florida.

20. PUBLIC RECORDS. AMUC understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

21. 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.

22. SOVEREIGN IMMUNITY. AMUC agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

24. 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:

Ave Maria Stewardship Community District

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

Ave Maria Utility Company, LLLP
a Florida limited liability limited partnership

Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: AMUC Items of Work

EXHIBIT A

Ave Maria Utility Company, LLLP shall fund in full all amounts related to construction of Ave Maria Utility Company, LLLP infrastructure included within the scope of work of the Construction Contract

**AMENDMENT TO AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND PENINSULA IMPROVEMENT CORPORATION
D/B/A PENINSULA ENGINEERING FOR PROJECT ENGINEERING SERVICES**

THIS AMENDMENT (the “Amendment”) is made and entered into this ___ day of _____, 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, as amended, and located in Collier County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Peninsula Improvement Corporation d/b/a Peninsula Engineering, a Florida corporation, with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105 (the “Consultant”, and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by Chapter 2004-461, Laws of Florida, as amended; and

WHEREAS, the District and Consultant previously entered into that certain *Agreement between Ave Maria Stewardship Community District and Peninsula Improvement Corporation d/b/a Peninsula Engineering for Project Engineering Services* dated April 2, 2024 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement in order to revise the rate schedule attached to the Agreement as Schedule A; and

WHEREAS, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Consultant agree as follows:

SECTION 1. The recitals stated above are true and correct and are incorporated by reference as a material part of this Amendment.

SECTION 2. The Agreement is hereby amended to replace, in its entirety, the rate schedule attached to the Agreement as Schedule A with the revised rate schedule attached to this Amendment as **Exhibit A**.

SECTION 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the Parties execute this Amendment the day and year first written above.

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

**PENINSULA IMPROVEMENT
CORPORATION D/B/A PENINSULA
ENGINEERING**

Witness

By: _____
Its: _____

Exhibit A: Revised Rate Schedule

EXHIBIT A
Revised Rate Schedule

PENINSULA ENGINEERING

BILLING RATE SCHEDULE

(Updated 4/01/2025)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
SR. PRINCIPAL	\$350	SURVEY MANAGER	\$215
PRINCIPAL	\$320	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER IV	\$290	SURVEY TECHNICIAN II	\$135
SR. PROJECT MANAGER III	\$250	SURVEY TECHNICIAN I	\$105
SR. PROJECT MANAGER II	\$225	3-PERSON CREW	\$220
SR. PROJECT MANAGER I	\$210	2-PERSON CREW	\$185
PROJECT MANAGER IV	\$195	1-PERSON CREW	\$150
PROJECT MANAGER III	\$185		
PROJECT MANAGER II	\$175	<u>PLANNING & ZONING</u>	
PROJECT MANAGER I	\$165	PLANNING MANAGER	\$195
PROJECT ENGINEER IV	\$155	SR. PLANNER	\$150
PROJECT ENGINEER III	\$145	PROJECT PLANNER I	\$125
PROJECT ENGINEER II	\$135	SR. PLANNING TECHNICIAN	\$125
PROJECT ENGINEER I	\$125	PLANNING TECHNICIAN	\$105
SR. DESIGNER	\$215		
DESIGNER II	\$175	<u>ENVIRONMENTAL</u>	
DESIGNER I	\$165	ECOLOGIST	\$150
SR. CAD TECHNICIAN II	\$150		
SR. CAD TECHNICIAN I	\$140	<u>ADMINISTRATIVE</u>	
CAD TECHNICIAN III	\$130	ADMIN II	\$80
CAD TECHNICIAN II	\$120	ADMIN I	\$70
CAD TECHNICIAN I	\$110		
PERMIT COORDINATOR	\$105	<u>OTHER EXPENSES</u>	
SR. ENGINEERING INSPECTOR	\$135	SUB-CONSULTANTS	COST + 10%
ENGINEERING INSPECTOR II	\$115	DIRECT EXPENSES	COST + 10%
ENGINEERING INSPECTOR I	\$90		
<u>LANDSCAPE ARCHITECTURE</u>			
SR. LANDSCAPE ARCHITECT	\$195		
LANDSCAPE ARCHITECT II	\$135		
LANDSCAPE ARCHITECT I	\$105		

Work Authorization

July 1, 2026

Ave Maria Stewardship Community District
Collier County, Florida

**Subject: Work Authorization Number 3
Ave Maria Stewardship Community District**

Dear Chairman, Board of Supervisors:

Peninsula Improvement Corporation d/b/a Peninsula Engineering (the “Consultant”) is pleased to submit this work authorization to provide engineering, surveying, and landscape architect services for the Ave Maria Stewardship Community District (the "District"). We will provide these services pursuant to our current agreement dated April 2, 2024, as may be amended from time to time, (the “Agreement”) as follows:

I. Scope of Work

District will engage Consultant to perform those services outlined below. Please note, scope items identified herein may be incorporated into combined design permitting efforts or may be separate and independent design and permitting efforts.

1. Arthrex Commerce Park Drive, Phase 3

- **Phase 3A** – Civil Engineering and Landscape Architecture consulting services to provide ongoing construction observation, and to provide certification services post-construction, for the completion of Arthrex Commerce Park, Phase 3A. Services also include Peninsula Engineering’s Survey services for legal descriptions, spot surveys, etc. on an as-needed basis.
- **Phase 3B** – Civil Engineering and Landscape Architecture consulting services to provide ongoing construction observation, and to provide certification services post-construction, for the completion of Arthrex Commerce Park, Phase 3B. Services also include Peninsula Engineering’s Survey services for legal descriptions, spot surveys, etc. on an as-needed basis.
- **Construction Project Management** – for the purpose of clarity of scope and pursuant to the terms and conditions of the Personnel Leasing Agreement between District) and Peninsula Improvement Corp. (PIC) (the “Personnel Leasing Agreement”), Peninsula Engineering staff will perform construction project management services for the subject project. Such services will be billed as separate task from professional consulting services described herein, and in accordance with the terms of the Personnel Leasing Agreement.

2. Special Consultant Services – Peninsula Engineering anticipates the need for Special Consultants for certain sub-consulting services related to the performance of the Scope of Work, pursuant to Article 5 of the Agreement. Certain anticipated services are listed below followed by a related Special Consultant (if known or anticipated), however other Special Consultant services in addition to those listed may be required and which are also hereby authorized, and/or Special Consultants other than those listed may be contracted and which are also hereby authorized:

- Traffic engineering and lighting design and consultation: Trebilcock Consulting Solutions, P.A.
- Hydrogeological design and consultation: Kimley-Horn and Associates, Inc.
- Geotechnical design and consultation: YPC Consulting Group, P.L.
- Irrigation service power supply design and consultation: TBD

II. Fees

District will compensate Consultant pursuant to Article 3.(B) of the Agreement (Hourly Personnel Rates). For directly provided Consultant services (i.e. not Special Consultant services), once the cost sharing agreement for this project has been finalized with Ave Maria Utility Company, LLLP (“AMUC”), the District will compensate the Consultant the agreed upon percentage of the costs relative to District work, and Ave Maria Utility Company, LLLP (“AMUC”) will compensate the Consultant for remaining percentage of the costs. For costs related to Special Consultant services, the cost share between the District and Ave Maria Utility Company, LLLP will be evaluated individually.

Estimated Fees for the Scope of Work are provided below; however, because the Scope of Work requires consideration of master development planning and coordination of infrastructure supporting future development areas, and based on the variability of the effort required during construction for each project, additional time and fees in excess of the provided estimates may be required. A man-hour estimate is included as Attachment A for illustrative purposes only.

Estimated Fees:

1	Arthrex Commerce Park, Phase 3	\$150,000
2	Special Consultant Services	As-Needed
	Direct Expenses	As-Needed
	Total	\$150,000 + As-Needed

This proposal, together with the Agreement, represents the entire understanding between the District and Consultant with regard to the referenced work authorization.

If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Peninsula Engineering. We look forward to helping you create a quality project.

Sincerely,

APPROVED AND ACCEPTED



7-1-2026

Peninsula Improvement Corp, d/b/a
Peninsula Engineering
David Hurst, P.E.
Sr. Vice President of Engineering

By: _____
Authorized Representative of Ave Maria
Stewardship Community District
Date: _____, 20____

Attachment A

Arthrex Commerce Park, Phase 3 - ESDC Man-hour estimate

(Assumes a 6-month build time and 60-days of certification processes)

	3A	3B	TOTAL	Labor Description
	Hours	Hours	Hours	
David Hurst	60	40	100	Eng. Svcs. During Construction and project management
Jenna Woodward	16	12	28	Eng. Svcs. During Construction and project management
Brett Rosenblum	12	8	20	Shop Drawing Review, Project closeout/certifications
Krystle Weems	80	64	144	Eng. Svcs. During Construction and project management
George Valdes	156	120	276	Site observation, testing, field reports, inspections
Audrey Hancock	40	32	72	Project closeout/certifications
TJ Schaffer	24	24	48	CAD - exhibits, as-builts/record drawings, quantity takeoffs
Alejandro Rives	80	64	144	CAD - exhibits, as-builts/record drawings, quantity takeoffs
Steve Sammons	16	16	32	LA Svcs. During Construction and project management
Lance Miller	2	2	4	Professional Surveyor - sketch and legals, easements, etc.
Lisa Tuttle	6	6	12	Survey CAD - sketch and legals, easements, etc.
Total	492	388	880	

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

SUBJECT

Request for Qualifications for Special Assessment Methodology Consulting Services.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors authorize staff to move forward with the Request for Qualifications for Special Assessment Methodology Consulting Services.

GENERAL INFORMATION

At the June 2, 2026 regular meeting, the Board of Supervisors directed staff to assemble a request for qualifications (RFQ) for a methodology consultant to review and analyze the Latitude property for special benefits. Staff prepared the RFQ for Board consideration, which includes competitive selection criteria. Note that pursuant to the District's Rules of Procedures and Florida law, contractual services are not covered by any competitive procurement thresholds or requirements to have formal selection criteria, but staff believes that including selection criteria establishes a benchmark for evaluating consulting firms. Staff requests Board direction with respect to the anticipated timeline for consultant's review and preparation and presentation of the methodology report. Staff recommends the Board appoint an evaluation committee to review and prepare a written recommendation to the Board regarding analysis of the submittals. Should the Board approve the RFQ, staff will notice the RFQ in accordance with the District's Rules of Procedure. Pursuant to the Board's direction, staff will reach out to potential entities that perform this service to notify them of the existence of the RFQ.

Next steps include:

- Publishing notice for the RFQ
- Schedule, notice and hold evaluation committee meeting and prepare written recommendation for the Board.
- Board considers evaluation committee recommendation, qualification submittals and determines who is selected to perform the methodology.
- Methodology consultant prepares report
- Methodology consultant presents preliminary report at Board meeting
- Depending on content of the methodology report, initial actions may be necessary to implement any assessment modifications or changes in accordance with Florida law

Staff requests the Board’s authorization to move forwards with the RFQ as presented, or with any Board comments incorporated. Staff requests Board direction with respect to anticipated timeline for selection and deliverables outlined herein.

PROCUREMENT REVIEW

In accordance with Rules of Procedure.

DISTRICT ENGINEER REVIEW

N/A

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the RFQ.

FUNDING REVIEW

RFQ costs to be funded from FY 25/26 budget (or developer funding) and funding of consultant costs are for discussion upon receipt of submittals prior to award of contract.

Attachments

RESOLUTION 2026-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AUTHORIZING REQUEST FOR QUALIFICATIONS OF METHODOLOGY CONSULTANTS; APPROVING EVALUATION CRITERIA; APPOINTING AN EVALUATION COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds it is in the District’s best interests to request qualifications for consultants for special assessment methodology services as described in the request for qualifications and evaluation criteria documents attached hereto as **Exhibit A**, in accordance with its Rules of Procedure, the Act, and Florida law; and

WHEREAS, the Board further desires to appoint an evaluation committee to review and evaluate the qualifications received and provide a recommendation to the Board.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The attached request for qualifications documents and evaluation criteria are hereby adopted pursuant to this resolution. Further the Board hereby appoints the following committee to review and evaluate the qualifications, which committee will provide a recommendation to the Board for its consideration and final approval:

The Board authorizes District staff to schedule and publicly notice an evaluation committee meeting at a time agreeable to the evaluation committee members. Such meeting shall be held in accordance with the requirements of the District’s Rules of Procedure and Florida law.

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

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary

Chairman/Vice Chairman

Exhibit A: Request for Qualification and Evaluation Criteria

Exhibit A:
Request for Qualification and Evaluation Criteria

REQUEST FOR QUALIFICATIONS FOR SPECIAL ASSESSMENT METHODOLOGY CONSULTING SERVICES FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

RFQ for Assessment Methodology Consulting Services

The Ave Maria Stewardship Community District (the “District”), located in Collier County, Florida, announces that contractual services will be required for the District for assessment methodology consulting services. The scope of such services is not covered by any competitive procurement thresholds or requirements.

The qualified firm selected will provide special assessment methodology consulting services for the District. The qualified firm will provide the District such services, as requested, which may include preparing special benefit analysis based on infrastructure funded with bond proceeds; preparing preliminary and final special assessment allocation reports; and preparing special benefit analysis of operation and maintenance services funded by special assessments. Interested firms should submit qualifications containing general information about the proposer with a goal of aiding evaluation of submittals in accordance with the District’s adopted evaluation criteria and general pricing information to District Manager, Allyson Holland via email transmission to aholland@sdsinc.org. Qualifications, including general pricing information, must be received by _____, 2026, at 12:00 p.m. To be eligible to propose, each proposer must be authorized to do business in Florida and otherwise meet any applicable requirements set forth by the District.

The District’s Board is expected to consider all submittals at their regularly scheduled meeting on _____, 2026, and/or at a later scheduled regular or special meeting. Price may be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price submittal or to make no award at all. The District has the right to reject any and all submittals. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the responses to this request.

Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

Any and all questions relative to this project shall be directed in writing by e-mail to the District Manager, Allyson Holland, at aholland@sdsinc.org by _____, 2026 at 12:00 p.m.

Publish on: _____, 2026 (recommend at least 14 days prior to submittal deadline)

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

ASSESSMENT METHODOLOGY CONSULTING SERVICES PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 30 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Experience, Past Performance, and References (Weight: 30 Points)

Past performance for other special districts or with Collier County; amount of experience on similar projects; character, integrity, reputation, of respondent; etc. Favorable references from previous government or public sector clients regarding reliability, responsiveness, and budget adherence. Evidence of previous methodology reports evaluating nuanced scenarios.

3) Project Management and Capacity (Weight: 30 Points)

Ability to meet the District's timelines and manage tasks effectively. Effectiveness in presenting complex, highly technical data to the Board and public.

4) Geographic Location (Weight: 5 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

5) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current, and projected workloads of the firm.

ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (“DISTRICT”) AND US SIGN & MILL CORPORATION (“CONTRACTOR”) FOR AVE MARIA ENTRANCE LETTER REPLACEMENT SERVICES

District:	Ave Maria Stewardship Community District	Contractor:	US Sign & Mill Corporation
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	7981 Mainline Parkway Fort Myers, Florida 33912
Phone:	(561) 630-4922	Phone:	(239) 936-9154

The following provisions govern that proposal, dated June 15, 2026, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for Ave Maria Entrance Letter Replacement Services:

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

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

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

4. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
5. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is 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 AGREEMENT, CONTACT THE CUSTODIAN OF

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

9. THE CONTRACTOR SHALL COMPLY WITH AND PERFORM ALL APPLICABLE PROVISIONS OF SECTION 448.095, *FLORIDA STATUTES*. ACCORDINGLY, BEGINNING JANUARY 1, 2021, TO THE EXTENT REQUIRED BY FLORIDA STATUTE, CONTRACTOR SHALL REGISTER WITH AND USE THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. THE DISTRICT MAY TERMINATE THIS AGREEMENT IMMEDIATELY FOR CAUSE IF THERE IS A GOOD FAITH BELIEF THAT THE CONTRACTOR HAS KNOWINGLY VIOLATED SECTION 448.091, *FLORIDA STATUTES*.

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

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

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

US SIGN & MILL CORPORATION

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By: _____
Its: _____
Date: _____

Chairperson, Board of Supervisors
Date: _____

Exhibit A: Proposal

EXHIBIT A*



7981 Mainline Parkway
Fort Myers, FL 33912
<https://www.usignanddrill.com/>
www.usignanddrill.com
239-936-9154
US SIGN MILL CORPORATION

PROPOSAL

260551-01
Date: 06/15/2026
Expires: 06/30/2026
Drawing Numbers:

Project: Ave Maria Entrance Refresh
5494 Ave Maria Blvd
Ave Maria, FL 34142
Client: Ave Maria Stewardship Community District
5072 Annunciation Circle
Suites 218 & 219
Ave Maria, FL 34142
Contact: Allyson Holland, P.E. (239) 398-8910 aholland@sdsinc.org

We are pleased to offer this proposal for the following services at the above location.


Project Description:	Item Total:
1. Design & Manufacture	
A. Replacement Letter Set WEST SIDE	\$11,539.61
B. Replacement Letter Set EAST SIDE	\$11,539.61
2. Installation	\$4,074.32
<hr/>	
Deposit Rate: 50%	Subtotal: \$27,153.54
Deposit: \$13,576.77	
	Total: \$27,153.54

All Prices are Valid for 15 days from Date of Quote

All prices are subject to applicable sales tax at time of final invoice.

Notes: Prices are based on available information given at the time and are subject to change.
Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.
Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.
Terms: 50% advanced deposit with balance due upon completion of project.

Salesperson: John Konopka

Buyer's Acceptance _____ Title _____ Date _____
Seller's Acceptance  Title Vice President Date 6/15/26

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Entrance Walls Halo-Lit Channel Letters Replacement

5072 Annunciation Circle, Ste 218, Ave Maria, FL 34142

Ave Maria Entrance Refresh



7981 MAINLINE PKWY
FT. MYERS, FL 33912
PH: 239-936-9154 FAX: 239-936-2899

*Note: Exhibit A, the Proposal, will be updated to include plan specifications once an option is selected by the Board

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Entrance Walls Halo-Lit Channel Letters Replacement

5072 Annunciation Circle, Ste 218, Ave Maria, FL 34142

Ave Maria Entrance Refresh



7981 MAINLINE PKWY
FT. MYERS, FL 33912
PH: 239-936-9154 FAX: 239-936-2899

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

OPTION 1

PROPOSED



EXISTING



SCOPE OF WORK:

- REMOVE EXISTING HALO-LIT CHANNEL LETTERS WITH BACKERS
- MANUFACTURE AND INSTALL ALUMINUM REVERSE HALO-LIT CHANNELS WITH ALUMINUM BACKER PANELS

$39" \times 350" = 94.79 [']$

Site Address Ste 218
5072 Annunciation Circle
 City Ave Maria
 State FL 34142
 Plaza Name _____
 Project Manager: **John Konopka**
 Designer Alla K
 Project # **260551-01**
 Original Date 06/19/26
 Revision Date 06/22/26
 Survey Done: _____ N/A

THIS DRAWING IS PROPERTY OF US SIGN & MILL CORP. ANY ALTERATIONS OR REPRODUCTIONS IN WHOLE OR IN PART ARE PROHIBITED WITHOUT WRITTEN CONSENT OF US SIGN & MILL. THIS DRAWING HAS BEEN MADE AVAILABLE TO THE CLIENT TO ILLUSTRATE DESIGN OR MANUFACTURING DETAILS AND ARE NOT TO BE DISTRIBUTED FOR BID WITHOUT THE WRITTEN CONSENT OF US SIGN & MILL.

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED AND I APPROVE THIS PROJECT TO BEGIN

SIGNATURE:

Date _____

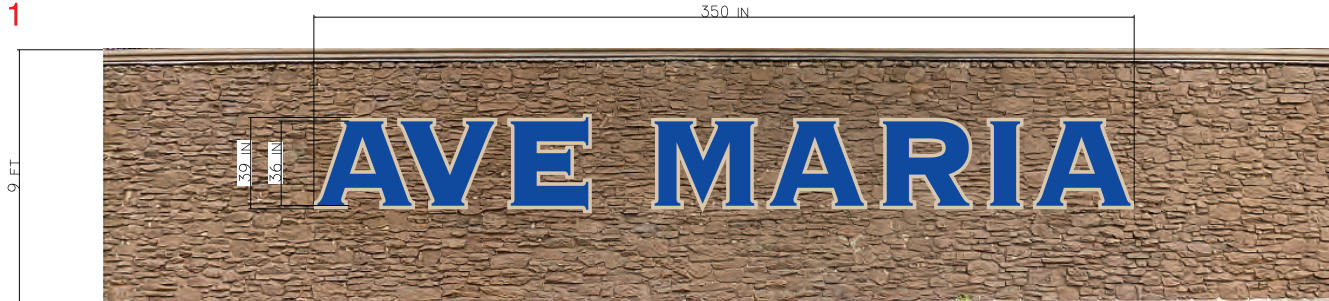


The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

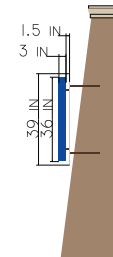
PROJECTS #20-1307

Verified from survey Scaled, NOT verified

OPTION 1



EXTERIOR SIGN



(QTY. 2)
 3" DEEP ALUMINUM REVERSE HALO-LIT CHANNELS, PAINTED TO MATCH LOGO COLORS, WITH 3/8" FROSTED POLYCARBONATE BACKERS, WHITE LED LIGHTING, ALL CHANNELS TO BE MOUNTED 1.5" OFF OF 1/4" FCO ALUMINUM BACKERS PAINTED TO MATCH WALL COLOR (SW 6141 SOFTER TAN), CHANNELS WITH BACKERS TO HAVE 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING, SECONDARY POWER TO BE LOCATED 14" DOWN FROM TOP OF NEW LETTERS. SECONDARY WHIPS TO BE 15' LONG. EXISTING CHANNEL LETTERS AND EXISTING BACKERS TO BE REMOVED AND DISPOSED OFF

THIS SIGN, INCLUDING BUT NOT LIMITED TO ALL PLASTIC OR SIMILAR COMPONENTS THEREOF, HAS BEEN DESIGNED IN COMPLIANCE WITH THE 8TH EDITION (2023) EDITION FLORIDA BUILDING CODE INCLUDING SEC. 1609 WIND LOADS AND SEC. 3107 STRUCTURAL REQUIREMENTS.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES, THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL SIGNAGE REQUIRES A DEDICATED CIRCUIT TO INCLUDE AND INDEPENDENT HOT, NEUTRAL & GROUND. SHARED NEUTRALS ARE UNACCEPTABLE.

*MATERIALS AND SIZES SUBJECT TO CHANGE PENDING ENGINEERING REQUIREMENTS AND MATERIAL AVAILABILITY

39" x 350" = 94.79 [f]
 PERIMETER OF CHANNELS: 132.67 ft

CHECK LED LAYOUT FOR MORE INFO

* ALL ELECTRICAL COMPONENTS SHALL BE U.L. LISTED
 * SIGN SHALL BE GROUNDED PER N.E.C. ARTICLE 250
 * INSULATED CONDUCTORS AS PER N.E.C. CODE 310.8 TYPE TO BE USED - METALLIC INSULATED SEALTITE.
 * DISCONNECT SWITCH AS PER N.E.C. CODE 600.6

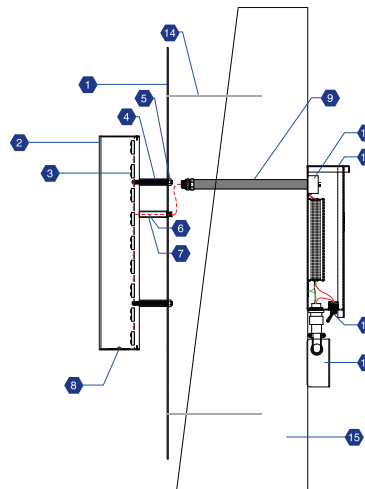
Site Address Ste 218
5072 Annunciation Circle
 City Ave Maria
 State FL 34142
 Plaza Name _____
 Project Manager: **John Konopka**
 Designer: Alla K
 Project # **260551-01**
 Original Date 06/19/26
 Revision Date 06/22/26
 Survey Done: N/A

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SPECIFICATIONS

- 1 1/4" FCO ALUMINUM BACKER PANEL
- 2 3"D HALO-LIT REVERSE CHANNEL LETTERS
- 3 6500K WARM WHITE LED MODULES
- 4 1.5" FLOATS, PAINTED TO MATCH BACKER
- 5 MOUNTING HARDWARE
- 6 LOW VOLTAGE LED WIRE
- 7 LED WIRE SLEEVE, PAINTED TO MATCH WALL
- 8 WEEP HOLE FOR DRAINAGE FOR EXTERIOR USE ONLY
- 9 WATER-PROOF FLEXIBLE CONDUIT OR SECONDARY PASS THRU
- 10 LED DIMMER (#701666)
- 11 REMOTE LED DRIVER ASSEMBLY
- 12 UL REQUIRED EXTERNAL DISCONNECT SWITCH
- 13 PRIMARY VOLTAGE J-BOX BY GC
- 14 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING
- 15 EXISTING CONSTRUCTION

SIDE SECTION VIEW



COLOR SCHEDULE

- SW 6141 SOFTER TAN
- PMS 293C
- PMS 143C

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED AND I APPROVE THIS PROJECT TO BEGIN

SIGNATURE:

Date _____



The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

PROJECTS #20-1307

*All Hardware to be Galvanized and Non Corrosive

Verified from survey Scaled, NOT verified

**AVE MARIA
STEWARDSHIP
COMMUNITY
DISTRICT**

Site Address Ste 218

5072 Annunciation Circle

City Ave Maria

State FL 34142

Plaza Name _____

Project Manager:
John Konopka

Designer Alla K

Project # **260551-01**

Original Date 06/19/26

Revision Date 06/22/26

Survey Done: N/A

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*I HAVE REVIEWED
THE ABOVE SPECIFICATIONS
& HEREBY FULLY UNDERSTAND
THE CONTENT OF WORK TO BE
PERFORMED AND
I APPROVE THIS PROJECT
TO BEGIN*

SIGNATURE:

Date _____



Page 2-2

The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

OPTION 2

PROPOSED



EXISTING



SCOPE OF WORK:

- REMOVE EXISTING HALO-LIT CHANNEL LETTERS WITH BACKERS
- MANUFACTURE AND INSTALL ALUMINUM REVERSE HALO-LIT CHANNELS WITH ALUMINUM BACKER PANELS

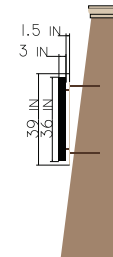
39" x 350" = 94.79 [']

PROJECTS #20-1307

Verified from survey Scaled, NOT verified

OPTION 2

EXTERIOR SIGN



(QTY. 2)
 3" DEEP ALUMINUM REVERSE HALO-LIT CHANNELS, PAINTED BLACK, WITH 3/8" FROSTED POLYCARBONATE BACKERS, WHITE LED LIGHTING. ALL CHANNELS TO BE MOUNTED 1.5" OFF OF 1/4" FCO ALUMINUM BACKERS PAINTED TO MATCH WALL COLOR (SW 6141 SOFTER TAN). CHANNELS WITH BACKERS TO HAVE 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING. SECONDARY POWER TO BE LOCATED 14" DOWN FROM TOP OF NEW LETTERS. SECONDARY WHIPS TO BE 15' LONG. EXISTING CHANNEL LETTERS AND EXISTING BACKERS TO BE REMOVED AND DISPOSED OFF

THIS SIGN, INCLUDING BUT NOT LIMITED TO ALL PLASTIC OR SIMILAR COMPONENTS THEREOF, HAS BEEN DESIGNED IN COMPLIANCE WITH THE 8TH EDITION (2023) EDITION FLORIDA BUILDING CODE INCLUDING SEC. 1609 WIND LOADS AND SEC. 3107 STRUCTURAL REQUIREMENTS.

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*MATERIALS AND SIZES SUBJECT TO CHANGE PENDING ENGINEERING REQUIREMENTS AND MATERIAL AVAILABILITY

39" x 350" = 94.79 [f]
 PERIMETER OF CHANNELS: 132.67 ft

CHECK LED LAYOUT FOR MORE INFO

* ALL ELECTRICAL COMPONENTS SHALL BE U.L. LISTED
 * SIGN SHALL BE GROUNDED PER N.E.C. ARTICLE 250
 * INSULATED CONDUCTORS AS PER N.E.C. CODE 310.8 TYPE TO BE USED - METALLIC INSULATED SEALTITE.
 * DISCONNECT SWITCH AS PER N.E.C. CODE 600.6

Site Address Ste 218
5072 Annunciation Circle
 City Ave Maria
 State FL 34142
 Plaza Name _____
 Project Manager: **John Konopka**
 Designer Alla K
 Project # **260551-01**
 Original Date 06/19/26
 Revision Date 06/22/26
 Survey Done: N/A

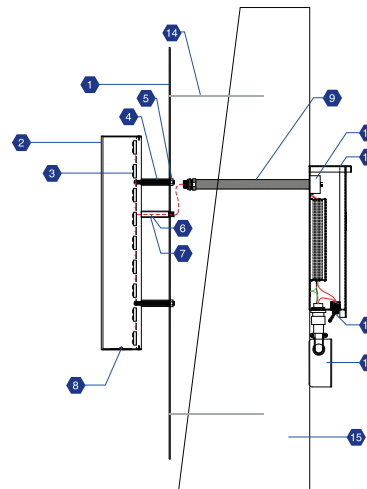
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SPECIFICATIONS

SIDE SECTION VIEW

COLOR SCHEDULE

- 1 1/4" FCO ALUMINUM BACKER PANEL
- 2 3"D HALO-LIT REVERSE CHANNEL LETTERS
- 3 6500K WARM WHITE LED MODULES
- 4 1.5" FLOATS, PAINTED TO MATCH BACKER
- 5 MOUNTING HARDWARE
- 6 LOW VOLTAGE LED WIRE
- 7 LED WIRE SLEEVE, PAINTED TO MATCH WALL
- 8 WEEP HOLE FOR DRAINAGE FOR EXTERIOR USE ONLY
- 9 WATER-PROOF FLEXIBLE CONDUIT OR SECONDARY PASS THRU
- 10 LED DIMMER (#701666)
- 11 REMOTE LED DRIVER ASSEMBLY
- 12 UL REQUIRED EXTERNAL DISCONNECT SWITCH
- 13 PRIMARY VOLTAGE J-BOX BY GC
- 14 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING
- 15 EXISTING CONSTRUCTION



- SW 6141 SOFTER TAN
- MP N-929 BLACK SATIN

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED AND I APPROVE THIS PROJECT TO BEGIN

SIGNATURE:

Date _____



The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

PROJECTS #20-1307

*All Hardware to be Galvanized and Non Corrosive

Verified from survey Scaled, NOT verified

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

OPTION 3

PROPOSED



EXISTING



SCOPE OF WORK:

- REMOVE EXISTING HALO-LIT CHANNEL LETTERS WITH BACKERS
- MANUFACTURE AND INSTALL ALUMINUM REVERSE HALO-LIT CHANNELS WITH ALUMINUM BACKER PANELS

$39" \times 350" = 94.79 [']$

Site Address Ste 218
5072 Annunciation Circle
 City Ave Maria
 State FL 34142
 Plaza Name _____
 Project Manager: **John Konopka**
 Designer Alla K
 Project # **260551-01**
 Original Date 06/19/26
 Revision Date 06/22/26
 Survey Done: N/A

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I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED AND I APPROVE THIS PROJECT TO BEGIN

SIGNATURE:

Date _____



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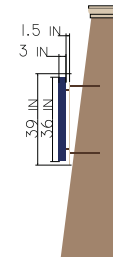
PROJECTS #20-1307

Verified from survey Scaled, NOT verified

OPTION 3



EXTERIOR SIGN



(QTY. 2)
 3" DEEP ALUMINUM REVERSE HALO-LIT CHANNELS, PAINTED to match PMS 5265C, WITH 3/8" FROSTED POLYCARBONATE BACKERS, WHITE LED LIGHTING. ALL CHANNELS TO BE MOUNTED 1.5" OFF OF 1/4" FCO ALUMINUM BACKERS PAINTED TO MATCH WALL COLOR (SW 6141 SOFTER TAN). CHANNELS WITH BACKERS TO HAVE 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING. SECONDARY POWER TO BE LOCATED 14" DOWN FROM TOP OF NEW LETTERS. SECONDARY WHIPS TO BE 15' LONG. EXISTING CHANNEL LETTERS AND EXISTING BACKERS TO BE REMOVED AND DISPOSED OFF

THIS SIGN, INCLUDING BUT NOT LIMITED TO ALL PLASTIC OR SIMILAR COMPONENTS THEREOF, HAS BEEN DESIGNED IN COMPLIANCE WITH THE 8TH EDITION (2023) EDITION FLORIDA BUILDING CODE INCLUDING SEC. 1609 WIND LOADS AND SEC. 3107 STRUCTURAL REQUIREMENTS.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL SIGNAGE REQUIRES A DEDICATED CIRCUIT TO INCLUDE AND INDEPENDENT HOT, NEUTRAL & GROUND. SHARED NEUTRALS ARE UNACCEPTABLE.

*MATERIALS AND SIZES SUBJECT TO CHANGE PENDING ENGINEERING REQUIREMENTS AND MATERIAL AVAILABILITY

39" x 350" = 94.79 [f]
 PERIMETER OF CHANNELS: 132.67 ft

CHECK LED LAYOUT FOR MORE INFO

* ALL ELECTRICAL COMPONENTS SHALL BE U.L. LISTED
 * SIGN SHALL BE GROUNDED PER N.E.C. ARTICLE 250
 * INSULATED CONDUCTORS AS PER N.E.C. CODE 310.8 TYPE TO BE USED - METALLIC INSULATED SEALTITE.
 * DISCONNECT SWITCH AS PER N.E.C. CODE 600.6

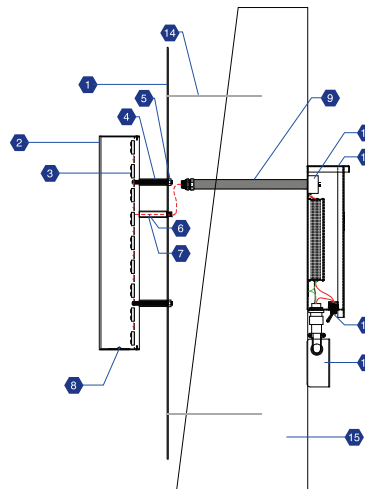
Site Address Ste 218
5072 Annunciation Circle
 City Ave Maria
 State FL 34142
 Plaza Name _____
 Project Manager: **John Konopka**
 Designer: Alla K
 Project # **260551-01**
 Original Date 06/19/26
 Revision Date 06/22/26
 Survey Done: N/A

THIS DRAWING IS PROPERTY OF US SIGN & MILL CORP. ANY ALTERATIONS OR REPRODUCTIONS IN WHOLE OR IN PART ARE PROHIBITED WITHOUT WRITTEN CONSENT OF US SIGN & MILL. THIS DRAWING HAS BEEN MADE AVAILABLE TO THE CLIENT TO ILLUSTRATE DESIGN OR MANUFACTURING DETAILS AND ARE NOT TO BE DISTRIBUTED FOR BID WITHOUT THE WRITTEN CONSENT OF US SIGN & MILL.

SPECIFICATIONS

- 1 1/4" FCO ALUMINUM BACKER PANEL
- 2 3"D HALO-LIT REVERSE CHANNEL LETTERS
- 3 6500K WARM WHITE LED MODULES
- 4 1.5" FLOATS, PAINTED TO MATCH BACKER
- 5 MOUNTING HARDWARE
- 6 LOW VOLTAGE LED WIRE
- 7 LED WIRE SLEEVE, PAINTED TO MATCH WALL
- 8 WEEP HOLE FOR DRAINAGE FOR EXTERIOR USE ONLY
- 9 WATER-PROOF FLEXIBLE CONDUIT OR SECONDARY PASS THRU
- 10 LED DIMMER (#701666)
- 11 REMOTE LED DRIVER ASSEMBLY
- 12 UL REQUIRED EXTERNAL DISCONNECT SWITCH
- 13 PRIMARY VOLTAGE J-BOX BY GC
- 14 5/16" STAINLESS STEEL HARDWARE AND ALL THREAD FOR MOUNTING
- 15 EXISTING CONSTRUCTION

SIDE SECTION VIEW



COLOR SCHEDULE

- SW 6141 SOFTER TAN
- PMS 5265C

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY UNDERSTAND THE CONTENT OF WORK TO BE PERFORMED AND I APPROVE THIS PROJECT TO BEGIN

SIGNATURE:

Date _____



The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

PROJECTS #20-1307

*All Hardware to be Galvanized and Non Corrosive

Verified from survey Scaled, NOT verified

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

SUBJECT

Change Orders to Earth Tech Enterprises, Inc. and O'Donnell Landscapes, Inc. in conjunction with the Anthem Parkway Phase 5A project.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve Change Orders to Earth Tech Enterprises, Inc. and O'Donnell Landscapes, Inc. in conjunction with the Anthem Parkway Phase 5A project.

GENERAL INFORMATION

In November 2023, the Ave Maria Stewardship Community District (District) contracted with Earth Tech Enterprises, Inc. (Earth Tech) for construction services in conjunction with the Anthem Parkway Phase 5A earthwork, utility, roadway project for an original contract price of \$7,360,163.74. Nine (9) change orders were previously approved by the Board of Supervisors, bringing the current contract price to \$11,541,092.45.

Change order #10 for Anthem Parkway Phase 5A includes the sidewalk addition to the south side of Anthem Parkway, to facilitate a pedestrian connection between the Water Park and the crosswalk at the Ave Maria Elementary School. The Board previously approved a Sidewalk Easement for the location of the sidewalk.

The total amount of Change Order #10 is \$72,332.00, which will bring the total contract price to \$11,613,424.45. All pricing is consistent with the current bid.

In April 2024, the District contracted O'Donnell Landscapes, Inc. (O'Donnell) for landscape and irrigation services in conjunction with the Anthem Parkway Phase 5A project for an original contract price of \$868,655.85. The Board of Supervisors subsequently approved four (4) additional change orders, bringing the current contract amount to \$1,062,945.79.

Change order #5 is a deduct in the amount of \$25,734.24 for the cost of the Bahia sod that was not required to be installed. The new total contract price for O'Donnell, including the deductive Change Order #5 is calculated as follows:

\$1,062,945.79 minus \$25,734.24 = \$1,037,211.55.

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved the change orders.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

Funding source is 2025 bonds.

Attachment

Date of Issuance: 6/30/2026

Effective Date: 6/30/2026

Project: Anthem Parkway Phase 5A	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Earthwork, Paving, Underground Utilities Construction at Anthem Parkway Phase 5A		Date of Contract: 11/17/2023
Contractor: Earth Tech Enterprises, Inc.		Engineer's Project No.: P-AMD-037

The Contract Documents are modified as follows upon execution of this Change Order:

Sidewalk addition on south side of road to support CCPS pedestrian traffic.
 Paving Add: \$54,290.00
 Drainage Add: \$18,042.00

Attachments (documents supporting change): Earth Tech Proposal dated 6/25/2026

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$7,360,163.74

Original Contract Times: Calendar days
 Substantial completion (days or date): 365
 Ready for final payment (days or date): 60

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. NA to No. 9:

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. NA to No. 9:

\$4,180,928.71

Substantial completion (days): 712
 Ready for final payment (days): No Change

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:
 Substantial completion (days or date): 1,077
 Ready for final payment (days or date): 60

\$11,541,092.45

Increase of this Change Order:

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:
 Substantial completion (days or date): No Change
 Ready for final payment (days or date): No change

\$72,332.00

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:
 Substantial completion (days or date): 1,077
 Ready for final payment (days or date): 60

\$11,613,424.45

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)

ACCEPTED:
 By: _____
 Owner (Authorized Signature)

ACCEPTED:
 By: _____
 Contractor (Authorized Signature)

Date: 06/30/2026

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____



Proposal Date 6.25.26

6180 Federal Court
 Ft. Myers, FL 33905
 Phone 239-774-1223
 Fax 239-774-1227

Project Name: Anthem 5A Potential Sidewalk Addition
Submitted To: Peninsula Engineering

Schedule of Values

Description	Quantity	Measure	Price	Total
ICP #2 Plans 5/12/2026				
Cut cap adjust irrigation system along path	1	LS	\$1,800.00	\$1,800.00
Site Fence, Installation, Maintenance, and Removal	1,300	LF	\$2.25	\$2,925.00
Removal of Existing Grass for New Sidewalk	1	LS	\$3,750.00	\$3,750.00
Sub Base Preperation	1,500	SY	\$3.00	\$4,500.00
5' wide Concrete Sidewalk	6,500	SF	\$5.25	\$34,125.00
Grading and 6' wide strip of sod	1,000	SY	\$5.25	\$5,250.00
Golf Cart Stop Sign R1-1 18"x18" - DOT	4	EA	\$485.00	\$1,940.00
				\$54,290.00
Relocate Existing Sctructure	1	EA		
Remove 18" RCP	55	LF		
Connect to the existing yard drain	8	LF		
Cut down existing yard drain	1	EA		
adjust G.V to new grades	4	EA		
Brick, Bonsal, fabric	1	EA		
18" plug	1	EA		
				\$18,042.00
		Total:		\$72,332.00

Accepted _____

Excluded Permits
 Survey
 Testing
 Landscape
 Utilities

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109

PHONE: 239-597-0060 FAX: 239-597-0061

PROPOSAL

NO. 26840

DATE: 6/11/26

SHEET NO. 1

CERTIFIED UNDERGROUND UTILITY: CU C044996

FIRE SPRINKLER CONTRACTOR V: 117961000192

PROPOSAL SUBMITTED TO:

NAME Earth Tech Enterprises, Inc.
STREET 6180 Federal Court
CITY Fort Myers
STATE Florida 33905
PHONE 774-1223 FAX: 774-1227

WORK TO BE PERFORMED AT:

Anthem Parkway PH 5A
STREET Anthem Parkway
CITY Ave Maria
DATE OF PLANS 5/12/26
ENGINEER Peninsula

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

DRAINAGE:

- 1 EA Relocate existing Structure
- 55 LF Remove 18" RCP
- 80 LF Connect to existing Secondary Drain
- 1 EA Cut down existing yard drain
- 4 EA Adjust G.V to new grades
- 1 EA Brick, Bonsal, Fabric
- 1 EA 18" Plug

Job Total: \$ 18,042.50

EXCLUDE RESTORATION: MOT, BARRICADES, SOD, LANDSCAPING, CONCRETE, ASPHALT, ASPHALT OVERLAYS, LIME ROCK, SIDEWALKS, STRIPING, CURB, IRRIGATION REPAIRS

EXCLUSIONS:

- 1) NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.
- 2) THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.
- 3) NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.
- 4) NO LAYOUT OR CERTIFIED AS-BUILTS
- 5) NO DENSITY TESTING COST.
- 6) NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 30 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Disidoro Popoca

JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

Date _____

Signature _____

JENSEN UNDERGROUND UTILITIES, INC.
LABOR & EQUIPMENT HOURLY RATES

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Superintendent*	\$ 150.00
Foreman w/Truck & Tools: Cut Off Saw, Street Saw, Chain Saw, Compactor	\$ 150.00
2" & 3" Pumps, Test Pump, Laser, Level, Hand Tools, Air Compressor, Generator	
Pipelayers*	\$ 45.00
Operator**	\$ 90.00
JD Skid Steer w/Operator	\$ 150.00
JD 50Z Mini Trackhoe w/Operator	\$ 150.00
JD 85 & Kamatsu 88	\$ 200.00
135 Trackhoe w/Operator	\$ 250.00
JD 210 Trackhoe w/Operator	\$ 300.00
JD 210 Trackhoe w/ Hammer w/Operator	\$ 400.00
JD 230 & 250 Trackhoe (1 1/2 YD) w/Operator	\$ 350.00
JD 330 & 350 Trackhoe (2 YD) w/Operator	\$ 400.00
JD 330 & 350 Trackhoe w/ Hammer w/Operator	\$ 500.00
JD 450 & 470 Trackhoe (2 1/2 YD) w/Operator	\$ 450.00
JD 450 & 470 Trackhoe (2 1/2 YD) w/Hammer w/Operator	\$ 600.00
JD 544, 624 & JD 644 Loader w/Operator	\$ 250.00
JD 700 Dozer w/Operator	\$ 300.00
Bomag Roller Compactor w/Operator	\$ 150.00
Flatbed Dump Truck / Delivery Truck	\$ 100.00
Dump Truck (18 YD) w/Operator	\$ 150.00
Dump Truck w/Trailer and Operator	\$ 200.00
Tractor & Low Boy Trailer w/ Operator	\$ 300.00
Certified Backflow Technician	\$ 300.00
Backflow Preventer Certification	\$ 250.00
Mini Cam w/Locator Service (Minimum 3 Hours)	\$ 300.00
Vacuum Truck w/Support Truck & Equipment (Minimum 4 Hours)	\$ 350.00
Water Truck	\$ 150.00
CCTV Inspection	\$ 350.00
DeWatering	TBD
6" Hydraulic Pump	\$ 150.00
Overhead & Profit on Material & Sub-Contractors	15%

Hours In Excess Of 8 Hours In A Day, Saturday, Sunday or Holidays Will Be Considered **Overtime**.

***Overtime Rate** for pipelayer, foreman and superintendent is **Time and a Half**

****Overtime Rate** for operator is **time and a half based on operator rate.**

Hrly Effective August 1, 2025

Change Order No. 5

Date of Issuance:	June 11, 2026	Effective Date:	June 11, 2026
Project: Anthem Parkway Phase 5A	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:	
Contract: Landscaping & Irrigation		Date of Contract: 4/16/2024	
Contractor: O'Donnell Landscapes, Inc.		Engineer's Project No.: P-AMD-037	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Deduct to contract for Bahia sod not used.

Attachments (list documents supporting change): O'Donnell Landscapes CO date 5/31/26

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Calendar days
	Substantial completion (days or date): 365
\$868,655.85	Ready for final payment (days or date): 425
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>4</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>__</u> :
	Substantial completion (days): NA
\$194,289.94	Ready for final payment (days): NA
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 365
\$1,062,945.79	Ready for final payment (days or date): 425
Deduct of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): No change
(\$25,734.24)	Ready for final payment (days or date): No change
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 365
\$1,037,211.55	Ready for final payment (days or date): 425
RECOMMENDED:	ACCEPTED:
By:	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)
Date: 06/12/2026	Date: _____
	ACCEPTED:
	By: _____
	Contractor (Authorized Signature)
	Date: _____

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

Change Order Deduct

PROJECT: Anthem Parkway Phase 5A
Irrigation Pond

Attn: Steve Sammons
Peninsula Engineering
E: Ssammons@pen-eng.com
C: 239.403.6710

DATE: 05/31/26

Description	Specification	Qty	Unit P	S.Total
Bahia Sod (Non Irrigated)	Per SF	-71484	0.36	\$ (25,734.24)
	Lump Sum Total			\$ (25,734.24)

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

SUBJECT

Comcast Access Agreement to Install Fiber in District Right-of-Way

STAFF RECOMMENDATION

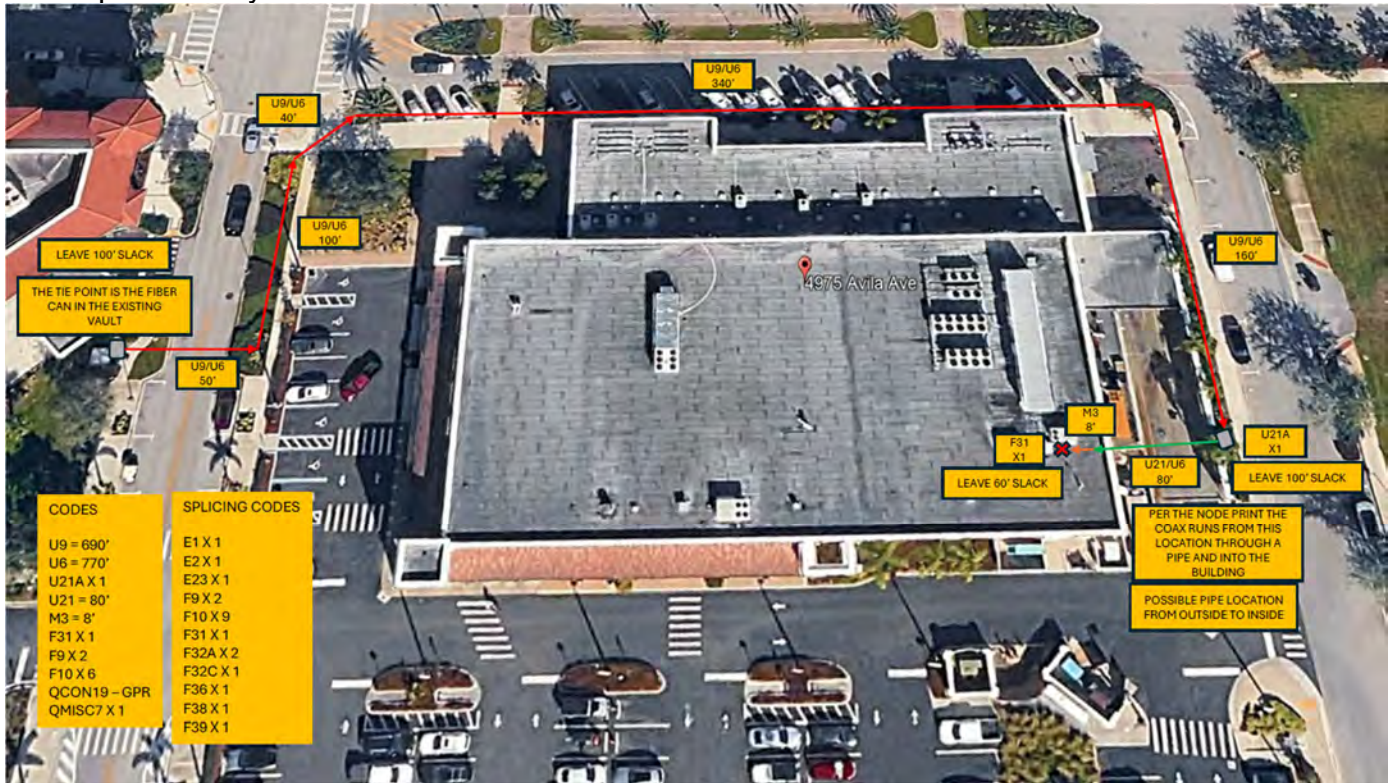
Staff recommends approval of the Comcast Access Agreement to install Fiber in the District right-of-way.

GENERAL INFORMATION

Comcast contacted District staff in June regarding the installation of fiber optic cable from an existing vault on Colby St to a tie-point vault on Torino Ave to provide high speed fiber for Publix supermarket. The District Manager reviewed the location of the proposed fiber and confirmed that Comcast is requesting to install the fiber within the District right-of-way (ROW) across and along Colby St, along Pope John Paul II Blvd, and along Torino Ave (reference map on next page, provided by Comcast). The District Manager sent Comcast the District's Access Agreement, pursuant to Resolution 2024-03, for review and execution prior to authorizing Comcast to install fiber in the District's ROW. Comcast informed the District Manager that they will not review or execute the District's Access Agreement. In an effort to keep the project moving, District legal counsel agreed to review Comcast's Access Agreement. District's legal counsel provided suggested edits to the Access Agreement, and Comcast's legal counsel accepted all changes. The agreed upon version of Comcast's Access Agreement is provided herein for the Board's consideration.

The agreement ensures that Comcast shall comply with all applicable laws. Comcast shall keep the Facilities in good order and repair and shall promptly repair all damage to the Property caused by Comcast, other than ordinary wear and tear. The Facilities shall belong to Comcast, shall be located at the Property at sole risk of Comcast, and Owner shall not be liable for damage thereto or theft, misappropriation or loss thereof, except to the extent of the gross negligence or willful misconduct of Owner, its employees or contractors. Comcast shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Comcast.

Photo provided by Comcast:



PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the Comcast's Access Agreement.

FUNDING REVIEW

Not applicable

Attachment

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into on _____ (the "Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of its affiliates (together, "Comcast"), and Ave Maria Stewardship Community District a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (the "Owner"), which owns the land and the improvements thereon (together, the "Property") having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 .

1. **Grant.** Owner hereby grants to Comcast a non-exclusive license to construct, install, inspect, maintain, operate, remove, repair, and replace at Comcast's sole option and expense, certain wires, cables, conduit, lock-boxes, building entrance facilities, common area equipment, and other appurtenant fixtures and equipment (the "Facilities") at the Property, as may be necessary or useful for distributing communications services to users adjacent to or nearby the Property (the "Users"). Owner shall allow Comcast access to the Property during normal business hours and at all times during emergencies for the foregoing purposes. Access within each User's premises shall be as provided in a separate service agreement with Users. An 'emergency' hereunder shall be deemed to mean an outage of communications services to Users.

2. **Installation.** Prior to the commencement of Comcast's initial installation of the Facilities at the Property, Comcast shall prepare and deliver to Owner plans and specifications (the "Plans") of the Facilities. No work shall commence until Owner has approved the Plans, which approval will not be unreasonably withheld, conditioned, or delayed. Upon approval of the Plans, such Plans shall be attached hereto as Exhibit A, and construction of the Facilities as shown on the Plans shall be performed in a manner consistent with generally accepted construction standards. Within sixty (60) days of the expiration or earlier termination of this Agreement, Comcast shall, upon notice by the Owner prior to such expiration, at Comcast's sole cost and expense remove from the Property the Facilities (other than any Facilities which consist of underground conduit, vaults, and/or any conduit installed in any risers or raceways). Any Facilities not removed from the Property within sixty (60) days after the expiration or earlier termination of this Agreement shall be deemed the property of Owner without further liability to Comcast.

3. **Comcast Obligations.** Comcast shall comply with all applicable laws. Comcast shall keep the Facilities in good order and repair and shall promptly repair all damage to the Property caused by Comcast, other than ordinary wear and tear. The Facilities shall belong to Comcast, shall be located at the Property at sole risk of Comcast, and Owner shall not be liable for damage thereto or theft, misappropriation or loss thereof, except to the extent of the gross negligence or willful misconduct of Owner, its employees or contractors. Comcast shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Comcast.

4. **Term.** This Agreement shall have an initial term of ten (10) years, commencing on the Effective Date. This Agreement shall automatically renew for two (2) successive periods of five (5) years each, provided that there is a User adjacent to or nearby requiring the Facilities located within the Property at the beginning of each renewal term. The license granted hereby may not be revoked during the Term, except as provided in Section 8.

5. **Indemnification.** Comcast shall indemnify, hold harmless and defend Owner, its employees, contractors, invitees, officers, directors, affiliates or subsidiaries, from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and other professional fees, in connection with any property damage or personal injury, arising from or out of the installation, operation, maintenance, or removal by Comcast of the Facilities, except to the extent that any such claims, actions, damages, liabilities, expenses are caused by the Owner, its employees, contractors, invitees, officers, directors, affiliates or subsidiaries.

6. **Damages.** Neither party shall be liable to the other party for any lost profits, special, incidental, punitive, exemplary or consequential damages.

7. **Insurance.** Prior to installation of the Facilities, and thereafter upon Owner's request at the renewal of required policies, Comcast shall provide a certificate of insurance to Owner, naming Owner as an additional insured.

8. **Default.** Should either party default in the performance of material provision of this Agreement and fail to correct same within thirty (30) days after having received notice (hereinafter defined) specifying the nature of such default, unless such default is of a nature that it cannot be completely cured within thirty (30) days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting party may terminate this Agreement and may pursue all other remedies available to it at law and/or equity.

9. **Notices.** All notices under this Agreement shall be in writing and be given by: (i) certified mail, return receipt requested; or (ii) a nationally recognized overnight courier service to the respective address set forth below or as may subsequently in writing be requested. All notices shall be deemed given upon receipt or refusal of receipt. All notices shall be deemed given upon receipt or refusal of receipt.

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

If to Comcast: Comcast Cable Communications Management, LLC

Attn.: Business Services

With a copy to: Comcast Cable Communications, LLC
One Comcast Center
1701 JFK Blvd.
Philadelphia, PA 19103
Attn.: Real Estate Counsel

And with a copy sent by email to: Legal_Notices@comcast.com

Notwithstanding the foregoing, routine operational communications may be made to Owner’s local contact by telephone and/or email:

Owner’s local contact: Name: Allyson Holland
Phone: (239) 398-8910

Email: aholland@sdsinc.org

10. Miscellaneous. This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement shall not be recorded.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Comcast Cable Communications Management, LLC

By: _____

By: _____

Name: _____
(Print)
Owner’s Duly Authorized Agent

Name: _____

Title: _____

Title: _____

EXHIBIT "A"
The Plans



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

SUBJECT

Update District's Golf Cart Ordinance

STAFF RECOMMENDATION

Staff recommends the Board of Supervisor's Authorize Staff to Update the District's Golf Cart Ordinance.

GENERAL INFORMATION

The last amendment to the District's Golf Cart Ordinance was approved by Collier County in May of 2016. The District has identified additional roadways where a multi-use path suitable for safe operation of golf carts has been (i.e. Peek Way) or may be constructed for golf cart usage adjacent to the roadway. The map attached to this memo identifies the roads with pathways currently designated for golf cart usage in green, and the roads that potentially would be added to the Ordinance to allow golf cart usage on acceptable pathways, rather than driving on the roadway, in red. District staff requests the Board's authorization to update the District's Golf Cart Ordinance. This is a process that will take time and require approval from the Collier County Board of County Commissioners. If authorized by the Board, staff will determine the extent of the updates necessary, determine costs related to the update, create a timeline with milestones, and provide updates to the Board.

PROCUREMENT REVIEW

Not applicable at this time.

DISTRICT ENGINEER REVIEW

Not applicable at this time.

DISTRICT LEGAL COUNSEL REVIEW

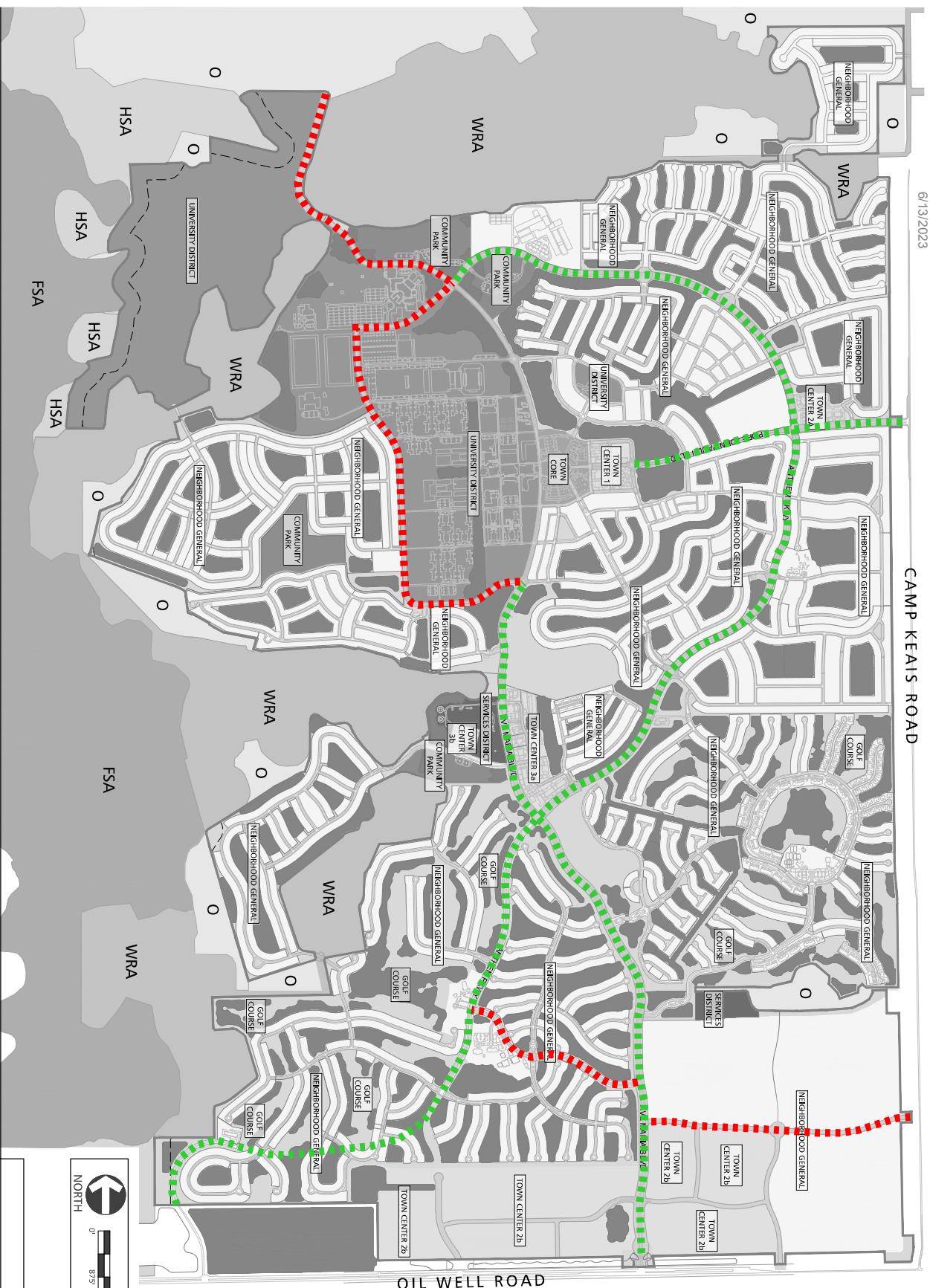
Not applicable at this time.

FUNDING REVIEW

Not applicable

Attachment

CAMP KEAIS ROAD



Land Use Summary	
300' FSA / HSA Buffer	5,928 Acres
University District	846 Acres
Town Core	24 Acres
Town Centers	411 Acres
	4,321 Acres
	47 Acres
	105 Acres
	174 Acres

CURRENT GOLF CART PATHWAY DESIGNATIONS
POTENTIAL GOLF CART PATHWAY DESIGNATIONS TO BE ADDED
 DRAFT / WORKING VERSION: 2026-07-01

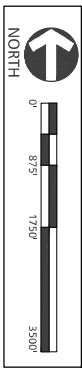


Figure 1
SRA Master Plan
 (Revised 4/21/2023)
 Town Plan
 Page 6

Sheet Date: 6/13/2023 9:17:32 AM | Drawing Path: P:\sra\project\plan\001\023_sra\components\land\map\camp_keais_road.dwg | Title: SRA Master Plan - Camp Keais Road

ORDINANCE NO. 2016- 14

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NUMBER 2006-57 TO ADD A NEW SECTION ALLOWING FOR THE USE OF GOLF CARTS UPON DESIGNATED COUNTY ROADS IN THE TOWN OF AVE MARIA, FLORIDA, SUBJECT TO SPECIFIED RESTRICTIONS; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 316.212(1), Florida Statutes, permits counties to allow golf carts to be operated on county roads provided the county first determines that they may safely travel on or cross such public roads or streets upon considering the speed, volume, and character of motor vehicle traffic using those roads or streets; and

WHEREAS, Section 316.212(5), Florida Statutes, states that golf carts may only operate on such public roads or streets during the hours between sunrise and sunset, unless the governmental agency specifically determines that such golf carts may also safely operate during the hours between sunset and sunrise and the golf carts possess headlights, brake lights, turn signals and windshields.

WHEREAS, Section 316.212(8)(a), Florida Statutes, allows counties to enact restrictions and regulations regarding golf cart operations that are more restrictive than those contained in the state statutes as long as appropriate signs are posted or the residents are otherwise informed that the regulation of golf cart operation in the designated area will be in accordance with a stricter local ordinance and that such provisions only apply to unlicensed drivers; and

WHEREAS, Section 316.212(8)(b), Florida Statutes, permits counties to allow golf carts to be operated on sidewalks provided the county first determines that golf carts, bicycles and pedestrians may safely share the sidewalk and restricts golf carts to maximum speed of fifteen (15) miles per hour and sidewalks are at least eight (8) feet wide; and

WHEREAS, as of the effective date of this Ordinance, Trebilcock Consulting Solutions, P.A., conducted a study to determine whether golf carts may safely travel on or cross roads or streets located in the Town of Ave Maria (hereinafter referred to as "TAM" or "Ave Maria"),



Florida, considering the following factors: speed, volume, and the character of motor vehicle traffic using the relevant roads or streets; and

WHEREAS, the Board of County Commissioners has determined that golf carts may safely be operated in a limited manner on all public roads and streets in Ave Maria, Florida, with the exception of designated portions of Ave Maria Boulevard, Anthem Parkway and Pope John Paul II Boulevard, outside the town core/town center area where golf carts may safely be operated on sidewalks with a minimum width of eight (8) feet. Within the town core/town center areas, golf carts shall operate on the roadways and not sidewalks.

WHEREAS, the Board of County Commissioners desires to provide additional regulations for the operation of golf carts on designated roads and streets in Ave Maria located in Collier County, Florida; and

WHEREAS, the Board of County Commissioners believes that regulations proposed in this Ordinance promote and enhance the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLIER COUNTY, FLORIDA that:

SECTION ONE: ORDINANCE NO. 2006-57 IS AMENDED TO ADD A NEW SECTION ALLOWING FOR THE USE OF GOLF CARTS UPON DESIGNATED COUNTY ROADS IN THE TOWN OF AVE MARIA, FLORIDA, SUBJECT TO SPECIFIED RESTRICTIONS, TO READ AS FOLLOWS:

SECTION 130-___: Use of golf carts upon designated public roads and streets in Ave Maria, Collier County, Florida.

1. The term “golf cart” is defined as stated in Florida Statutes, subsection 320.01(22), as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes, and that is not capable of exceeding speeds of twenty (20) miles per hour.
2. The term “public roads and streets” shall mean those roadways and streets that are open and available for public use and as such are part of the county road system, as defined by section 334.03, Florida Statutes.



3. Golf carts may be operated on the roads and streets in Ave Maria, Florida, with the exception of designated portions of Ave Maria Boulevard, Anthem Parkway and Pope John Paul II Boulevard, where they are to be operated on sidewalks at least eight (8) feet wide, as depicted in the attached Exhibit "A." Golf carts shall not be operated on sidewalks in Ave Maria, Florida, with the exception of designated portions along Ave Maria Boulevard, Anthem Parkway and Pope John Paul II Boulevard as depicted in the attached Exhibit "A." This designation is in accordance with Florida Statute, Section 316.212.
4. In addition to the requirements of Florida Statute Section 316.212, which are applicable to the operation of golf carts on the aforementioned designated roads, streets and sidewalks, the following restrictions shall also apply:
 - (a) All persons operating golf carts subject to this Ordinance must be a minimum of fifteen (15) years of age, and hold a valid driver's license or a restricted license issued within the United States (or equivalent foreign driver's license). All persons operating golf carts pursuant to a restricted license (hereinafter referred to as an "unlicensed driver"), must be in possession of a valid restricted license at all times while operating a golf cart on the designated public roads.
 - (b) The number of occupants in any golf cart operated by an unlicensed driver on the designated streets and roads shall be restricted to the number of seats on the golf cart. No occupants of a golf cart operated by an unlicensed driver shall stand at any time while the golf cart is in motion.
 - (c) Prior to operation of golf carts under this Ordinance, all golf carts may be registered with the Ave Maria Stewardship Community District (hereinafter referred to as the "District"). With help and cooperation of Collier County Sheriff's Office, the District shall develop and distribute appropriate literature advising safe operation of the golf carts, and organize and conduct voluntary periodic inspections.
 - (d) All golf carts operated under this Ordinance shall be restricted to a maximum attainable speed of twenty (20) miles per hour. All golf carts operating on sidewalks shall be restricted to a maximum speed of fifteen (15) miles per hour.

- (e) All golf carts operating subject to this Ordinance must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear at all times while operated on the designated roads and streets in Ave Maria, Florida.
 - (f) All golf carts may only be operated on the designated roadways and sidewalks during the hours between sunrise and sunset, unless the District has authorized that golf carts may safely be operated beyond the hours from sunrise to sunset and the golf cart is equipped with functioning headlights, brake lights, turn signals, and a windshield.
 - (g) Before golf carts may be operated by unlicensed drivers under this section, the owners thereof must purchase and maintain liability insurance insuring against personal injury and damage to property of any nature relative to the operation of golf carts on the designated roadways and sidewalks.
5. Violations of this section shall constitute a non-criminal infraction enforceable pursuant to the provisions of Florida Statutes, Section 316.212(9).
6. The District shall post signs along the designated District roads, streets and sidewalks where golf cart operation is allowed advising motorists of the possible presence of golf cart traffic, and alerting the public that the operation of such golf carts is subject to the various requirements of this Ordinance. All signing and marking shall be installed and maintained by the District in accordance with the County approved signing and marking plan. Any future revisions or change shall be approved by the County Traffic Operations Staff prior to implementation.

SECTION TWO: INCLUSION IN THE CODE OF LAWS AND ORDINANCES.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," or any other appropriate word.

SECTION THREE: CONFLICT AND SEVERABILITY.

In the event this Ordinance conflicts with any other Ordinance of Collier County or



other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FOUR: EFFECTIVE DATE.

This Ordinance shall take effect upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this 10th day of May, 2016.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

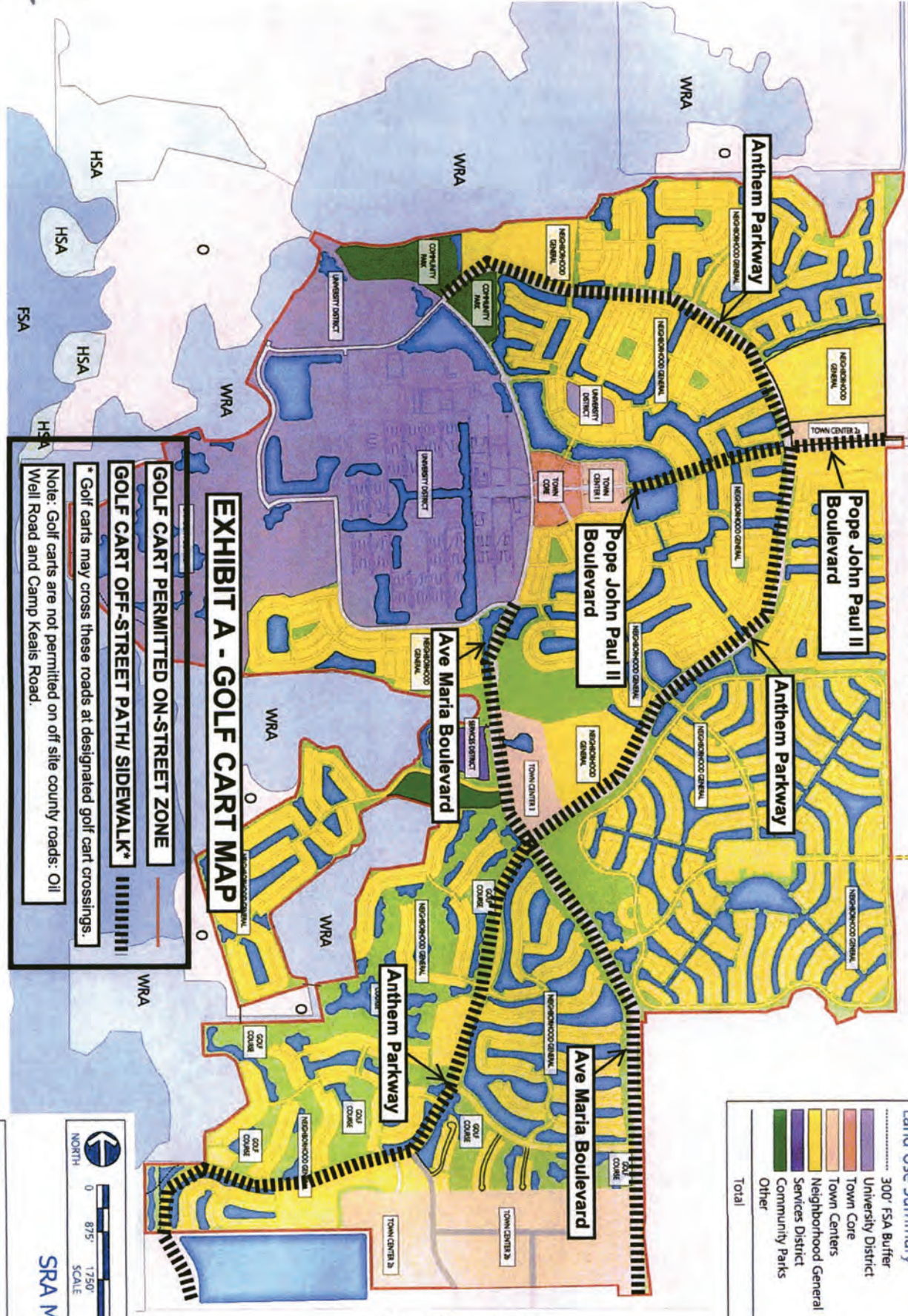
By: [Signature]
DEPUTY CLERK
Attest as to Chairman's signature only.

By: [Signature]
Donna Fiala, CHAIR

Approved as to form and legality:
[Signature]
Jeffrey A. Klatzkow,
County Attorney

This ordinance filed with the Secretary of State's Office the 13th day of May, 2016 and acknowledgement of that filing received this 13th day of May, 2016
By: [Signature]
Deputy Clerk

CAO
SR1



CAMP KEAIS ROAD

OIL WELL ROAD

EXHIBIT A - GOLF CART MAP

GOLF CART PERMITTED ON-STREET ZONE

GOLF CART OFF-STREET PATH/ SIDEWALK*

* Golf carts may cross these roads at designated golf cart crossings.

Note: Golf carts are not permitted on off site county roads: Oil Well Road and Camp Keais Road.

Land Use Summary

300' FSA Buffer	956 Acres
University District	24 Acres
Town Core	278 Acres
Town Centers	3482 Acres
Neighborhood General	39 Acres
Services District	74 Acres
Community Parks	174 Acres
Other	
Total	5027 Acres

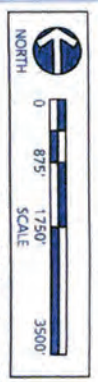


Figure 1

SRA Master Plan
(Revised January, 2014)
Town Plan



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

May 13, 2016

Honorable Dwight E. Brock
Clerk of the Circuit Court
Collier County
Post Office Box 413044
Naples, Florida 34101-3044

Attention: Martha Vergara, BMR Senior Clerk

Dear Mr. Brock:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 2016-14, which was filed in this office on May 13, 2016.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

Ave Maria Stewardship Community District
Expenditures
October 2025 through May 2026

	<u>Oct 25 - May 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	351.90	734.00	-382.10	47.94%
01-1131 · Supervisor Fees	4,600.00	9,600.00	-5,000.00	47.92%
01-1310 · Engineering	95,187.50	110,000.00	-14,812.50	86.53%
01-1311 · Management Fees	49,000.00	73,500.00	-24,500.00	66.67%
01-1313 · Website Management	1,666.64	2,500.00	-833.36	66.67%
01-1314 · District Manager - on site	196,000.00	294,000.00	-98,000.00	66.67%
01-1315 · Legal Fees	56,318.53	100,000.00	-43,681.47	56.32%
01-1320 · Audit Fees	0.00	18,600.00	-18,600.00	0.0%
01-1330 · Arbitrage Rebate Fee	2,600.00	5,550.00	-2,950.00	46.85%
01-1440 · Rents & Leases	9,990.00	14,400.00	-4,410.00	69.38%
01-1441 · Travel & Lodging	5,690.92	10,000.00	-4,309.08	56.91%
01-1450 · Insurance	124,304.00	120,000.00	4,304.00	103.59%
01-1480 · Legal Advertisements	1,646.42	8,000.00	-6,353.58	20.58%
01-1512 · Miscellaneous	3,102.12	10,000.00	-6,897.88	31.02%
01-1513 · Postage and Delivery	1,528.28	3,000.00	-1,471.72	50.94%
01-1514 · Office Supplies	668.25	3,500.00	-2,831.75	19.09%
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	20,944.88	50,000.00	-29,055.12	41.89%
01-1734 · Continuing Disclosure Fee	11,000.00	12,000.00	-1,000.00	91.67%
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	610,983.32	1,050,000.00	-439,016.68	58.19%
02-002 · Plant Replacement	93,995.12	200,000.00	-106,004.88	47.0%
02-003 · Mulch & Pinestraw	86,900.00	175,000.00	-88,100.00	49.66%
02-004 · Tree Trimming	39,206.60	80,000.00	-40,793.40	49.01%

**Ave Maria Stewardship Community District
Expenditures
October 2025 through May 2026**

	Oct 25 - May 26	25/26 Budget	\$ Over Budget	% of Budget
02-005 · Irrigation Repairs	194,920.15	215,000.00	-20,079.85	90.66%
02-006 · Annual Flowers	62,467.26	80,000.00	-17,532.74	78.08%
02-007 · Misc Landscaping	40,545.83	50,000.00	-9,454.17	81.09%
02-008 · Electricity	78,779.10	150,000.00	-71,220.90	52.52%
02-009 · Street Light Maint	70,619.06	140,000.00	-69,380.94	50.44%
02-010 · Sidewalk, Curb, Paver Repair	38,668.00	100,000.00	-61,332.00	38.67%
02-011 · Asphalt Repairs	16,509.33	75,000.00	-58,490.67	22.01%
02-012 · Striping & Traffic Markings	11,000.00	50,000.00	-39,000.00	22.0%
02-013 · Street Signs	19,850.00	35,000.00	-15,150.00	56.71%
02-014 · Street Sweeping	23,200.00	36,000.00	-12,800.00	64.44%
02-015 · Stormwater Drain Repair	32,657.14	50,000.00	-17,342.86	65.31%
02-016 · Storm Drain Cleaning	3,560.00	50,000.00	-46,440.00	7.12%
02-017 · Lake MTE - Littoral & Banks	49,341.25	80,000.00	-30,658.75	61.68%
02-018 · Preserve MTE	48,207.00	115,000.00	-66,793.00	41.92%
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	2,391.83	6,000.00	-3,608.17	39.86%
02-022 · Small Tools	1,622.43	5,000.00	-3,377.57	32.45%
02-023 · Vehicle Fuel & MTE	6,299.21	10,000.00	-3,700.79	62.99%
02-024 · Rodent & Pest Control	8,850.00	20,000.00	-11,150.00	44.25%
02-025 · Misc MTE & Repairs	25,850.82	55,000.00	-29,149.18	47.0%
02-026 · Christmas Lights	23,500.00	23,500.00	0.00	100.0%
02-027 · Asset Mgt Support & Softw	67,574.05	140,000.00	-72,425.95	48.27%
02-028 · Professional Services	23,467.95	70,000.00	-46,532.05	33.53%
02-029 · Security Cameras	97,372.20	250,000.00	-152,627.80	38.95%
02-030 · Roundabout Uplighting	62,500.00	76,000.00	-13,500.00	82.24%
02-031 · Crosswalk Enhancements	56,515.00	100,000.00	-43,485.00	56.52%
02-032 · Streetlight Numbering	0.00	10,000.00	-10,000.00	0.0%

Ave Maria Stewardship Community District
Expenditures
October 2025 through May 2026

	<u>Oct 25 - May 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
02-033 · Entry Feature Water	4,091.09	9,400.00	-5,308.91	43.52%
02-034 · Irrigation Water	90,014.61	140,000.00	-49,985.39	64.3%
02-035 · Admin Office Rent & Supplies	0.00	9,600.00	-9,600.00	0.0%
02-036 · Office Rent & Supplies	9,469.85	26,000.00	-16,530.15	36.42%
02-037 · Cable Phone Modems	5,819.94	10,000.00	-4,180.06	58.2%
02-038 · Base Mgmt Fee FSR	4,000.00	6,000.00	-2,000.00	66.67%
02-039 · Storm Cleanup & Repairs	0.00	112,500.00	-112,500.00	0.0%
02-041 · Operations Team Salaries	323,400.00	485,100.00	-161,700.00	66.67%
Total Expenditures	2,918,922.58	6,161,046.00	-3,242,123.42	47.38%