

# Laurel Road Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

<https://laurelroadcdd.com/>

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The following is the agenda for the Board of Supervisors Meeting for the **Laurel Road Community Development District** scheduled to be held **Wednesday, November 8, 2023, at 12:30 PM located at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 2536 634 0209**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

#### **1. Consent Agenda**

- a. Minutes of the October 11, 2023, Board of Supervisors' Meeting
- b. Mike Armstrong Visterra Landscape Installation Agreement
- c. Mike Armstrong CO #1 for Visterra Irrigation
- d. Funding Requests Nos. 127 – 130
- e. Payment Authorizations Nos. 020 – 023
- f. District Financial Statements

### **Business Matters**

- 2. Consideration of Resolution 2024-02, Re-Setting a Public Hearing for the Adoption of Rules and Regulations for Amenity Facilities
- 3. Consideration of Resolution 2024-03, Adopting an Amended Budget for FY 2023
- 4. Consideration of Recommendation of the Auditor Selection Committee
- 5. Consideration of Forsberg Construction CO No. 20 for Visterra of Venice – Phase 1

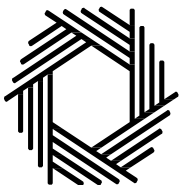
### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Comments**

### **Adjournment**



**pfm**

**Laurel Road  
Community Development District**

Consent Agenda

**Laurel Road  
Community Development District**

Minutes of the October 11, 2023,  
Board of Supervisors Meeting

## **MINUTES OF MEETING**

### **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING**

**Wednesday, October 11, 2023, at 12:30 p.m.**

**5800 Lakewood Ranch Blvd,  
Sarasota, FL 34240**

Board Members present at roll call:

Pete Williams	Chairperson
John Leinaweaver	Vice Chairperson
John Blakley	Assistant Secretary
Janice Snow	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also present at roll call via speakerphone or in-person:

Vivian Carvalho	PFM Group Consulting LLC - District Manager	
Venessa Ripoll	PFM Group Consulting LLC - District Manager	(via phone)
Jorge Jimenez	PFM Group Consulting LLC - ADM	(via phone)
Amanda Lane	PFM Group Consulting LLC - District Accountant	(via phone)
Tom Panaseny	Neal Communities – Developer	(via phone)
Jim Schier	Neal communities – Developer	
Bobbi Claybrooke	District Engineer	(via phone)
John McKay	J.H. McKay, LLC	

## **FIRST ORDER OF BUSINESS**

### **Administrative Matters**

#### **Roll Call**

The Board of Supervisors' Meeting for Laurel Road CDD was called to order at 12:30 p.m. Those in attendance are outlined above either in person or via speakerphone.

#### **Public Comment Period**

There were no public comments.

#### **Consent Agenda**

- a. Minutes of the September 13, 2023, Board of Supervisors' Meeting
- b. Minutes of the September 13, 2023, Auditor Selection Committee Meeting
- c. Bay Area Bobcat Proposal to Cut Lots 198 - 231
- d. Ferguson Waterworks PO No. 211511
- e. Clean Sweep Proposal
- f. Funding Requests Nos. 124 – 126
- g. Payment Authorizations Nos. 017 – 019
- h. Series 2021 Requisitions Nos. 001 – 026 & 066 – 110
- i. District Financial Statements

ON MOTION by Mr. Weidemiller, seconded by Ms. Snow, with all in favor, the Board approved the constant agenda items A-I.

## **SECOND ORDER OF BUSINESS**

### **Business Matters**

#### **Consideration of Resolution 2024-01, Setting a Public Hearing for the Adoption of Rules and Regulations for Amenity Facilities**

Ms. Snow noted that as people begin to purchase homes, they need to be provided with amenity rules and policies.

ON MOTION by Ms. Snow, seconded by Mr. Blakley, with all in favor the Board approved Resolution 2024-01, Setting a Public Hearing for the Adoption of Rules and Regulations for Amenity Facilities for November 8, 2023, at 12:30 p.m. at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240.

#### **Consideration of Forsberg Proposal for Modifications to the Aria and Fiore Lift Stations**

Ms. Claybrooke provided an overview of this item. The Aria and Fiore lift stations were off-site lift stations that required improvements for connection, Aria for the overall Vistera phase 1 development and the Fiore lift station required upgrade to support eastern out parcel. It is \$192,000 per lift station. There will be a significant cost share with the multi-family developer. This is a change order to the original construction contract. Mr. Panaseny noted that the cost share is a contractual obligation to the Developer.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board accepted the Forsberg Proposal for Modifications to the Aria and Fiore Lift Stations.

### **Consideration of Change Order No. 19 with Forsberg Construction**

Ms. Claybrooke stated that the contractor is mostly done with the project, segment 4 still needs to be certified. The sanitary is still under certification and are waiting on power for the lift stations. This is a no cost change order to reduce retainage from 5% to .5%. There was a suggestion request that it be 2.5%.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board requested that there be a counter of reducing retainage to 2.5%.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board authorized the Chairman to sign the document in between meetings if they agree to the 2.5% offer.

### **THIRD ORDER OF BUSINESS**

### **Other Business**

### **Staff Reports**

**District Counsel** – Not present.

**District Engineer** – No report.

**District Manager** – Ms. Carvalho stated that the next Board meeting is scheduled for November 8, 2023, at 12:30 p.m.

**Audience Comments and Supervisor Requests**

There were no requests at this time.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the October 11, 2023, Board of Supervisors' Meeting for the Laurel Road Community Development District was adjourned at 12:47 p.m.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson

**Laurel Road  
Community Development District**

Mike Armstrong  
Visterra Landscape Installation Agreement



MIKE ARMSTRONG LANDSCAPING INC.		
8475 69TH ST. E. PALMETTO FL, 34221 Office 941-776-1076 Fax 941-776-2705	<b>CONTRACT / WORK AGREEMENT</b> Vistera Landscape Installation Bid Date: 09-11-22 County: Sarasota PLA: Booth Design Group Bid Form Date: 08-03-22	
Proposed To: Laurel Rd. CDD 3501 Quadrangle Blvd Orlando, Florida 32817		

### "Vistera - Contract / Work Agreement"

Laurel Rd CDD agrees to contract Mike Armstrong Landscaping Inc. for the Landscape & irrigation installation of Vistera, as per the attached bid sheet "Exhibit A" and in accordance with the Vistera landscape plans drawn by Booth Design Group., pages L1.01 – LD-6, revised on 03-16-22. The total cost of the work described in the attached bid form, dated 08/03/22 is a total of \$1,320,881.50

Oak Tree, Street Tree, & Trees by Builder prices are subject to change after 60 days from date of proposal. Street Trees by Builder are not included in this contract. Any additional work or material needed and or requested by Laurel Rd CDD that is not included in "Exhibit A" shall be added at an additional fee to the contract price. Any changes in quantity of materials, material types or scope of work in any future revised plans that are approved by Laurel Rd CDD shall require a change order.

Mike Armstrong Landscaping will complete the landscape work in approximately 160 working days not including Sundays from date starting project. Barring any unforeseen acts of God, inclement weather, or any conditions that may prevent landscape work from being preformed. If any such delay(s) occurs, being of no cause by Mike Armstrong Landscaping, additional time to complete work shall be granted.

Payment in full shall be required upon substantial completion of landscape work.  
 Payment to be made in draws as work is completed. 5% retainage to be held.

On site Potable or well water source shall be made available to landscaper to water in all landscape plantings at time of installation. In the event that such a water source is not available to use on site. An additional fee(s) for a water truck will be added at an additional fee to contract via a change order.

Mike Armstrong Landscaping Inc. shall not be held responsible for any damage or repairs to landscape/ sign lighting, underground utilities and or irrigation not marked by locate services due to landscape installation or tree removal

#### Guarantee:

\*All plant material shall be guaranteed for six months after installation, Palms and trees shall be guaranteed for one year from date of Installation.

\*Any plants or trees that die from a lack of water, or poor maintenance after installation shall not be guaranteed. Any plants or trees that are: transplanted, stolen, vandalized, damaged by negligent acts of others as well as events considered to be acts of God, such as drought fire, floods, lightning, freezes, winds above 35 mph, etc. shall not be guaranteed. Mike Armstrong Landscaping must be notified in the event plants start showing signs of stress and/or start looking poorly, so that we may determine the cause of the problem. Mike Armstrong Landscaping Inc. shall not be held liable to guarantee plants that die prior to notification by association representatives, of plants showing signs of stress.

Acceptance of Contract and contract terms.

Laurel Rd CDD \_\_\_\_\_ Title Owner Date 10/19/23

Michael I. Armstrong Mike Armstrong Date Oct 18-2023  
 Mike Armstrong Landscaping, Inc.





## EXHIBIT "A"

### LANDSCAPE BID FORM

#### VISTERA

Date: 2022-08-03

Bid By: Mike Armstrong Landscaping Inc

Date of Proposal: 09-11-22

#### LANDSCAPE QUANTITY

Qty	Code	Botanical Name / Item	Common Name / Description	Specifications	Per	Unit Cost	Ext. Cost
1	DEMO	SITE PREPARATION (Code Req. Sod Removal, ETC.)		ALLOWANCE	L.S.	20,000.00	20,000.00
56	AAR	AGAVE ATTENUATA 'RAY OF LIGHT'	RAY OF LIGHT AGAVE	7" GAL., 18" HT., 12" SPD	Ea.	175.00	9,800.00
5	ABO	AECHMEA BLANCHETIANA	GIANT ORANGE BROMILIAD	8-10" HT., 5" SPD	Ea.	65.00	325.00
101	ADM	ASPARAGUS DENSIFLORUS 'MEYERS'	FOXTAIL FERN	3 GAL., 12-14" HT., x 10-12" SPD.	Ea.	12.50	1,262.50
193	ARS	ACER RUBRUM 'SUMMER RED'	RED MAPLE	12' HT. X 4" SPD 3" CAL.	Ea.	650.00	125,450.00
9	BB	BAUHINIA BLAKEANA	HONG KONG ORCHID	10' HT. X 5" SPD 2.5" CAL.	Ea.	475.00	4,275.00
147	BBS	BUCIDA BUCERAS 'SHADY LADY'	SHADY LADY BLACK OLIVE	12' HT. X 6" SPD., 3" CAL. FULL	Ea.	625.00	91,875.00
6	BNS	BISMARCKIA NOBILIS	BISMARCK PALM	24' O.A. HEAVY TRUNKED 10'-12' CT	Ea.	2,500.00	15,000.00
5	BS	BURSERA SIMARUBA	GUMBO LIMBO	10' HT. X 5" SPD.	Ea.	600.00	3,000.00
8	CAA	CALLICARPA AMERICANA	BEAUTYBERRY	3 GAL., 24" X 18" 3 STEMS	Ea.	12.00	96.00
2	CAM	CAMELLIA SASANQUA	SASANQUA	3 GAL., 24-30" HT.	Ea.	40.00	80.00
182	CEB	CARISSA 'EMERALD BLANKET'	EMERALD BLANKET CARISSA	3 GAL., 12" HT., 12-14" SPD.	Ea.	12.00	2,184.00
8	CES	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTONWOOD	12' HT., x6" SPD., 3.5" CAL.	Ea.	750.00	6,000.00
92	CG	CLUSIA GUTIFERA	SMALL LEAF CLUSIA	3 GAL., 24" HT. x 14" SPR.	Ea.	22.00	2,024.00
37	CI	CHRYSOBALANUS ICACO	GREEN COCOPLUM	7 GAL. 36" HT.	Ea.	45.00	1,665.00
21	CLE	CLERODENDRUM QUADRILOCULARE	SHOOTING STAR	6' HT., x 3" SPD., STANDARD, 2.5" CAL.	Ea.	450.00	9,450.00
85	CMB	CARISSA MACROCARPA 'BOXWOOD BEAU'	DWARF CARISSA	3 GAL. 16" HT. X 16" SPD	Ea.	12.50	1,062.50
6	CSB	CORDIA SEBESTENA	ORANGE GEIGER TREE	10 HT. X 4.5'-5' SPD., 2.5 CAL	Ea.	650.00	3,900.00
7	DR	DELONIX REGIA	ROYAL POINCIANA	12' HT.x 6' SPD., 3" CAL.	Ea.	750.00	5,250.00
6	DRS	DURANATUS ERECTUS	DURANATA STANDARD	36" HT., x 24" SPD. STANDARD	Ea.	75.00	450.00
285	EG	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL. 6-8" HT., FULL	Ea.	5.00	1,425.00
4	FA	FURCRAEA FOETIDA	FALSE AGAVE	7 GAL., 24" HT X 24" SPD FULL	Ea.	65.00	260.00
220	FM	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	3 GAL., 16-18" HT. x 12" SPD. FULL	Ea.	12.00	2,640.00
164	FOS	FORESTIERA SEGREGATA	FLORIDA PRIVET	3 GAL., 26" HT., x 14" SPD.	Ea.	12.00	1,968.00
5	FRA	PLUMERIA PUDICA 'BRIDAL BOUQUET'	FRANGIPANI 'BRIDAL BOUQUET'	5' HT, 2" SPD, MULTI STEM	Ea.	250.00	1,250.00
219	FS	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	3 GAL., 24" HT., 12" SPD DENSE	Ea.	14.00	3,066.00
182	GG	GALPHIMIA GRACILIS	THRYALLIS	3 GAL., 24" HT., 12" SPD	Ea.	12.00	2,184.00
6	GS	GELSEMIUM SEMPERVIRENS	CAROLINA YELLOW JESSAMINE	3 GAL., TRELLISED	Ea.	20.00	120.00
7	HIS	HIBISCUS 'STANDARD'	TREE-FORM HIBISCUS	6-7' HT X 3-4" SPDM 30" CT	Ea.	95.00	665.00
1,108	HPD	HAMELIA PATENS 'COMPACTA'	DWF. FIREBUSH	3 GAL., 16-18" HT. x 14" SPR.	Ea.	10.00	11,080.00
9	IAE 10	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	10' HT., 2.5" CAL supplied by others / install only	Ea.	225.00	2,025.00
37	IAE-12	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12' HT, 3" CAL supplied by others / install only	Ea.	225.00	8,325.00
340	ICE	CARPOBROTUS CHILENSIS	GIANT ICE PLANT	1 GAL. 6" HT FULL	Ea.	12.00	4,080.00
340	IX	IXORA RED TAIWAN DWARF NORA GRANT	RED TAIWAN IXORA	3 GAL., 20" HT 12" SPD, FULL	Ea.	12.00	4,080.00
5	JAM	JACARANDA MIMOSIFOLIA	JACARANDA	10' HT.x 5' SPD., 3" CAL.	Ea.	700.00	3,500.00
6	JAT	JATROPHA HASTATA COMPACTA	JATROPHA	15 GAL. 4-5' HT. STANDARD	Ea.	150.00	900.00
225	JM	JASMINUM MULTIFLORUM	DOWNY JASMINE	3 GAL., 16" HT. x 12-14" SPR.	Ea.	12.00	2,700.00
25	JN	JASMINUM NITIDUM	SHINING JASMINE	3 GAL., 14-16" SPD.	Ea.	12.00	300.00
35	JP	JUNIPERUS PARSONII	PARSONS JUNIPER	1 GAL., 8" HT X 12" SPD.	Ea.	5.00	175.00
27	JS	JUNIPEROUS VIR SILICICOLA BRODIE	SOUTHERN RED CEDAR	10' HT. X 3-4" SPD., FULL TO BASE, 3" CAL.	Ea.	550.00	14,850.00
12	LD	LIVISTONIA DECORA	RIBBON PALM	ALTERNATE 14-18" O.A.	Ea.	950.00	11,400.00
12	LOS	LONICERA SEMPERVIRENS	CORAL HONEYSUCKLE	3 GAL., TRELLISED	Ea.	18.50	222.00
147	MC	MYCIRA CERIFERA	WAX MYRTLE	6-8" HT. x 5-6" SPD., SHRUB FORM	Ea.	250.00	36,750.00
813	MFC	MYRCIANTHES FRAGRANS 'COMPACTA'	DWARF SIMPSON STOPPER	3 GAL., 24" HT. x 16" SPR.	Ea.	10.00	8,130.00
19	MI	MOREA IRIODES	AFRICAN IRIS	1 GAL., 12" HT. X 8" SPD.	Ea.	5.00	95.00
320	MIS	MISCANTHUS SINENSIS 'ADAGIO'	ADAGIO MAIDEN GRASS	3 GAL., 20-24" HT., FULL	Ea.	16.00	5,120.00
160	MUH	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	3 GAL., 18-24" HT. x 12-14" SPD.	Ea.	11.00	1,760.00
4	PA	PARKINSONIA ACULEATA	JERUSALEM THORN	10' HT., 5-6' SPR., 3" CAL.	Ea.	600.00	2,400.00
96	PE	PINUS ELLIOTII 'DENSE'	SLASH PINE	12' HT. x 5' SPD., 3" CAL.	Ea.	350.00	33,600.00
56	PO	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	12' HT., 5' SPD., 3" CAL.	Ea.	650.00	36,400.00
77	PQ	PASPALUM QUADRIFARIUM	EVERGREEN PASPALUM GRASS	3 GAL. 20-24" HT. FULL	Ea.	12.00	924.00
2	PS	PHILODENDRON BIPINNATIFIDUM SELLOM	SELLOUM PHILODENDRON	3 GAL., 28" HT. X 26" SPD.	Ea.	14.00	28.00
77	QVB	QUERCUS VIRGINIANA	BOULEVARD LIVE OAK	18" HT. 12'-14' HT., x 5" SPD., 3" CAL	Ea.	700.00	53,900.00
3	RIS	RHAPHOPLEPIS UMBELLATA	TREE FORM INDIAN HAWTHORN	15 GAL., 5-6' HT. X 3' SPD.	Ea.	350.00	1,050.00
41	ROY	ROYSTONEA REGIA	ROYAL PALM	8' GW	Ea.	1,650.00	67,650.00
8	SB	SALIX BABYLONICA	WEeping WILLOW	12-14' HT X 4-5' SPD, 3.5" CAL	Ea.	750.00	6,000.00
59	SP	SABAL PALMETTO	CABBAGE PALM - HURRICANE CUT	VARIE HEIGHTS 14' O.A. - 18' O.A.	Ea.	300.00	17,700.00
53	SRS	SERENOA REPENS CINEREA	SILVER SAW PALMETTO	15 GAL., 18" HT. x 18" SPD.	Ea.	175.00	9,275.00
4	TCA	TABEUBIA CARAIBA	SILVER/YELLOW TRUMPET FLOWER	12-14" HT. x 6" SPD., 3" CAL	Ea.	650.00	2,600.00
38	TD	TAXODIUM DISTICHUM	BALD CYPRESS	10' HT. x 4' SPD., FULL 3" CAL	Ea.	550.00	20,900.00
3	TH	TABEUBIA HETEROPHYLLA	PINK TRUMPET FLOWER	12-14" HT. x 6" SPD., 3" CAL	Ea.	650.00	1,950.00
830	TJV	TRACHELOSPERMUM JASMINOIDES VAR.	VAR. CONFEDERATE JASMINE	1 GAL., 10-12" SPD.	Ea.	5.00	4,150.00
18	UA	ULMUS ALATA	WINGED ELM	12' HT. X 3" SPD., 3" CAL.	Ea.	650.00	11,700.00

3	UPA	ULMUS PARVIFOLIA "ALLEE"	ALLEE ELM	12' HT. x 5' SPD., FULL 3" CAL	Ea.	750.00	2,250.00
4	UPB	ULMUS PARVIFOLIA "UPTMF" BOSQUE	BOSQUE ELM	14' HT. x 4' SPD., FULL 3" CAL	Ea.	750.00	3,000.00
39	VAW	VIBURNUM AWABUKI	MIRROR LEAF VIBURNUM	7 GAL., 26" HT. x 18" SPD., FULL	Ea.	45.00	1,755.00
356	VOB	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	7 GAL., 28" HT. x 18" SPD., FULL	Ea.	40.00	14,240.00
321	VOS	VIBURNUM OBOVATUM M.S. DELIGHT	M.S. DELIGHT VIBURNUM	7 GAL., 28" HT. X 18" SPD., FULL	Ea.	40.00	12,840.00
					Ea.	0.00	0.00
1,400	MULCH	COCOA BROWN HARDWOOD MULCH			C.Y.	65.00	91,000.00
115,000	SOD	ST. AUGUSTINE	ST AUGUSTINE		S.F.	0.55	63,250.00
130,000	SOD-2	PASPALUM NOTATUM	BAHIA GRASS		S.F.	0.31	40,300.00
1	FERT.	FERTILIZER TABS FOR PLANT MATERIAL			L.S.	2,500.00	2,500.00
1	BRACE	TREE/ PALM BRACING			L.S.	12,000.00	12,000.00
LANDSCAPE SUBTOTAL =							\$945,581.00
IRRIGATION LUMP SUM SUBTOTAL =							\$375,300.50

AMOUNT OF DAYS TO REACH SUBSTANTIAL COMPLETION: 160 DAYS

Notes:

Landscape note: Bond not included in proposal and shall be added at an additional fee of 1.5% of the contract price which is ~\$15,000, if it is required.

1. Contractor shall include a cost for freight and labor only for Stewart trees; do not include the cost of the tree
2. Contractor is responsible for furnishing material in the size and quality required per bid specifications. Any supply issues should be addressed with the Landscape Architect prior to install.
3. Contractor is responsible for all items on the plans as well as any site prep necessary based on existing conditions at time of bid.
4. Contractor is responsible to maintain all slopes and drain flows to existing inlets (when existing).
5. Contractor is responsible for locating all utilities and immediately notifying LA or Owner of any discrepancies.
6. Contractor is responsible for watering and maintenance of landscaping until time of acceptance / turnover. Acceptance will not occur until all punch list items are complete.
7. Excel sheet is provided as a courtesy, contractor responsible for verifying all formulas / totals are correct and free of discrepancies prior to submittal.
8. Hardscape contractor is to re-establish grades and leave site in a condition conducive for irrigation and landscape installation. Contractor is responsible for all items on the plans as well as any site prep necessary based on existing conditions at time of bid.

LANDSCAPE AND IRRIGATION GRAND TOTAL	\$1,320,881.50
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<b>Mike Armstrong Landscaping Inc.</b> 8475 69th St. E. Palmetto, FL. 34221 941-776-1076	<h1>QUOTATION</h1>	
	<b>Job:</b> 7611 - VISTERA - VENICE <b>Quote Date:</b> 07/12/2022	
<b>Quoted To:</b> Vistera CDD	<b>Job Name:</b> VISTERA - VENICE	
<b>Good Thru:</b> One Month From Quote Date	<b>Payment Terms:</b> Net 30 Days	<b>Estimator:</b> 0

Quantity	Description	Unit	Ext Price
*****			
***** IRRIGATION DISTRIBUTION SYSTEM			
BASED ON IRR PLANS BDG BOOTH PGS L4.00 - L4.14			
DATED 07/07/21 TO BE AS FOLLOW *****			
*****			
643.00	HUNTER PRO-S-06-CV-R	EA	
1,213.00	HUNTER PRO-S-12-CV-F-R	EA	
371.00	HUNTER PRO-S-06-PRS-30-CV-MP	EA	
697.00	HUNTER PCB-R BUBBLER	EA	
55.00	HUNTER I-20-06-R	EA	
2,750.00	NETAFIM TLDL-09-12 DRIP	FT	
15,950.00	DRIP/BUBBLER LATERAL	FT	
1.00	HUNTER ICZ-151-XL-40	EA	
12.00	HUNTER ICV-101 G	EA	
49.00	HUNTER ICV-151 G	EA	
23.00	HUNTER ICV-201 G	EA	
7.00	HUNTER I2C-0800-SS	EA	
7.00	HUNTER EZDM	EA	
85.00	HUNTER EZ-1 DECODER	EA	
7.00	AMIAD 2" MINI SIGMA FILTER	EA	
2,310.00	2" SCH 40 MAIN-NP	FT	
1,390.00	2 1/2" SCH 40 MAIN-NP	FT	
8,295.00	3" SCH 40 MAIN-NP	FT	
12,750.00	14/1 WIRE / 1" PVC	FT	
1.00	PERMIT	EA	

Quote Total:	375,300.50
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Notes:  
**WATER METERS BY OTHERS**  
 Notes:  
**SLEEVING BY OTHERS**

**ADDENDUM TO AGREEMENT BETWEEN  
LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
AND CONTRACTOR**

This Addendum to Agreement Between Laurel Road Community Development District and Contractor, (the "Addendum"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Laurel Road Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and \_\_\_\_\_ (hereinafter, the "Contractor").

**WITNESSETH**

**WHEREAS**, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

**WHEREAS**, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

**WHEREAS**, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. 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. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;



and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Sarasota County, Florida.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

MIKE ARMSTRONG LANDSCAPING INC  
By: [Signature]  
Name: MIKE ARMSTRONG  
Title: PRESIDENT

Laurel Road Community Development District  
By: [Signature]  
Name: [Signature]  
Chairperson/Vice Chairperson of the Board of Supervisors

## **EXHIBIT "A"**

### **TERMS AND CONDITIONS TO CDD ADDENDUM**

#### **SECTION 1. WORK**

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

#### **SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE**

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

#### **SECTION 3. AUDIT**

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

#### **SECTION 4. PAYMENTS**

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Five percent (5%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnish District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

## SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.



District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

#### **SECTION 6. INDEPENDENT CONTRACTOR**

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

#### **SECTION 7. WAIVER**

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

#### **SECTION 8. PROTECTION OF WORK**

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

#### **SECTION 9. COMPLIANCE WITH LAWS**

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

#### **SECTION 10. PERMITS AND LICENSES**

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

#### **SECTION 11. TERMINATION**

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

#### **SECTION 12. ATTORNEY'S FEE'S**

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

#### **SECTION 13. SPECIAL CONDITIONS**

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Sarasota County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") \_\_\_\_\_ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated \_\_\_\_\_ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

MIKE ARMSTRONG LANDSCAPING INC  
(Name)

By: Mike Armstrong

Title: President

Date: Oct-18-2023, 2023

**Laurel Road  
Community Development District**

Mike Armstrong CO #1 for Vistera Irrigation



MIKE ARMSTRONG LANDSCAPING INC  
8475 69TH ST E.  
PALMETTO, FL. 34221  
941-776-1076

## Change Order

Order#: 1

Order Date: 10/09/23

To: LAUREL ROAD CDD

Project: VISTERA-VENICE

P.O. # P00063

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

VISCDDP1 - Irrigation

Description of Work	Amount
REQUEST FOR CHANGE ORDER #1	\$9,763.82
ADD	
1 - DIRECTIONAL BORE - 2-4" AT 60', 1-2" AT 60'	
1 - DIRECTIONAL BORE - 1-6" AT 60', 1-2" AT 60'	
1 - DIRECTIONAL BORE - 1-6" AT 60', 1-2" AT 60'	
1 - DIRECTIONAL BORE - 1-2" AT 60'	
240 - 2" SCH 40 PIPE	
120 - 4" SCH 40 PIPE	
120 - 6" SCH 40 PIPE	
1 - MATERIAL PICK UP	

### Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

\$9,763.82

Owner:

Date: 10/10/23

Contractor:

Date:

**Laurel Road  
Community Development District**

Funding Requests Nos. 127 – 130

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**Funding Requests Nos. 127 - 130**

<b>FR #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>127</b>	<b>AM Engineering</b>	\$ 9,045.32	
	<b>Forsberg Construction</b>	\$ 571,087.38	
	<b>Stantec Consulting Services</b>	\$ 3,800.00	
			<b>\$583,932.70</b>
<b>128</b>	<b>Driggers Engineering Services</b>	\$ 3,768.00	
		\$ 1,234.00	
	<b>Point Break Surveying</b>	\$ 1,950.00	
			<b>\$6,952.00</b>
<b>129</b>	<b>Forsberg Construction</b>	\$ 572,981.85	
	<b>LRK</b>	\$ 800.00	
			<b>\$573,781.85</b>
<b>130</b>	<b>BKS Partners</b>	\$ 105.00	
		\$ 2,875.00	
			<b>\$2,980.00</b>
		<b>Total</b>	<b>\$1,167,646.55</b>

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 127**

10/6/2023

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	<b>AM Engineering</b> Visterra of Venice Construction Engineering Services Through 08/08/2023	54112	\$ 9,045.32	FY 2023
2	<b>Forsberg Construction</b> Visterra of Venice - Phase 1 Pay Application 26 Through 09/30/2023	--	\$ 571,087.38	FY 2023
3	<b>Stantec Consulting Services</b> Visterra of Venice - LOMR Design Services Through 07/07/2023	2113036	\$ 3,800.00	FY 2023
<b>TOTAL</b>			<b>\$ 583,932.70</b>	
			583,932.70	FY 2023 FY 2024

*Vivian Carvalho*  
Secretary / Assistant Secretary

  
Board Member



**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 128**

10/13/2023

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	<b>Driggers Engineering Services</b>			
	Vistera Phase 1 Engineering Services Through 07/28/2023	SAL16421	\$ 3,768.00	FY 2023
	Vistera Phase 1 Engineering Services Through 08/25/2023	SAL16448	\$ 1,234.00	FY 2023
2	<b>Point Break Surveying</b>			
	Vistera Pay Application 11 Through 09/30/2023	--	\$ 1,950.00	FY 2023

**TOTAL \$ 6,952.00**

6,952.00	FY 2023
	FY 2024

*Venessa Ripoll*  
Secretary / Assistant Secretary

  
Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 129**

10/20/2023

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	<b>Forsberg Construction</b> Visterra of Venice - Phase 1 Pay Application 27 Through 09/30/2023	--	\$ 572,981.85	FY 2023
2	<b>LRK</b> Visterra Entry Features Services Through 09/30/2023	04.21020.01 - 8	\$ 800.00	FY 2023

**TOTAL \$ 573,781.85**

573,781.85	FY 2023
-	FY 2024

*Venessa Ripoll*  
Secretary / Assistant Secretary



\_\_\_\_\_  
Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 130**

10/27/2023

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	<b>BKS Partners</b> Vistera Phase 1 Bonds Insurance	174604	\$ 105.00	FY 2024
2	<b>Onsight Industries</b> Street Signage Installation	401929	\$ 2,875.00	FY 2024


**TOTAL \$ 2,980.00**

2,980.00

FY 2023

FY 2024

Venessa Ripoll  
Secretary / Assistant Secretary

  
\_\_\_\_\_  
Board Member

**Laurel Road  
Community Development District**

Payment Authorizations Nos. 020 – 023

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorizations Nos. 020 - 023**

<b>PA #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>20</b>	<b>Advanced Aquatic Services</b>	\$ 1,745.00	
			<b>\$1,745.00</b>
<b>21</b>	<b>Supervisor Fees - 10/11/2023 Meeting</b>		
	Dale Weidmiller	\$ 200.00	
	John Blakley	\$ 200.00	
	Pete Williams	\$ 200.00	
	Janice Snow	\$ 200.00	
	John Leinaweaver	\$ 200.00	
			<b>\$1,000.00</b>
<b>22</b>	<b>CA Florida Holdings</b>	\$ 189.75	
	<b>VglobalTech</b>	\$ 300.00	
		\$ 150.00	
		\$ 150.00	
		\$ 300.00	
	<b>Vogler Ashton</b>	\$ 3,121.50	
			<b>\$4,211.25</b>
<b>23</b>	<b>PFM Group Consulting</b>	\$ 4,400.00	
		\$ 0.63	

			<b>\$4,400.63</b>
		<b>Total</b>	<b>\$11,356.88</b>

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 020**

10/6/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Advanced Aquatic Services</b> October Lake Maintenance	10551431	\$ 1,745.00	FY 2024

**TOTAL**                      \$ 1,745.00

	FY 2023
1,745.00	FY 2024

*Vivian Carvalho*

Secretary / Assistant Secretary



Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 021**

10/13/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Supervisor Fees - 10/11/2023 Meeting</b>			
	Dale Weidemiller		\$ 200.00	FY 2024
	John Blakley		\$ 200.00	FY 2024
	Pete Williams		\$ 200.00	FY 2024
	Janice Snow		\$ 200.00	FY 2024
	John Leinaweaver		\$ 200.00	FY 2024

**TOTAL**      \$ 1,000.00

	FY 2023
1,000.00	FY 2024

  
Secretary / Assistant Secretary

  
Board Member



**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 022**

10/20/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>CA Florida Holdings</b> Legal Advertising on 09/06/2023 (Ad: 9192106)	5909043	\$ 189.75	FY 2023
2	<b>VGlobalTech</b> Q2 ADA Audits	5167	\$ 300.00	FY 2023
	August Website Maintenance	5289	\$ 150.00	FY 2023
	September Website Maintenance	5379	\$ 150.00	FY 2023
	Q3 ADA Audits	5472	\$ 300.00	FY 2023
3	<b>Vogler Ashton</b> General Counsel Through 09/12/2023	960	\$ 3,121.50	FY 2023

**TOTAL** \$ 4,211.25

4,211.25	FY 2023
-	FY 2024

  
Secretary / Assistant Secretary

  
Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 023**

10/27/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>PFM Group Consulting</b>			
	DM Fee: October 2023	DM-10-2023-26	\$ 4,400.00	FY 2024
	September Postage	OE-EXP-10-2023-25	\$ 0.63	FY 2023

**TOTAL**                      \$ 4,400.63

0.63	FY 2023
4,400.00	FY 2024

*Venessa Ripoll*  
Secretary / Assistant Secretary

  
\_\_\_\_\_  
Board Member

Laurel Road CDD  
c/o PFM Group Consulting  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**  
By Amanda Lane at 2:15 pm, Oct 31, 2023

**Laurel Road  
Community Development District**

**District Financial Statements**

**Laurel Road CDD**  
Statement of Financial Position  
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<u><b>Assets</b></u>					
<u><b>Current Assets</b></u>					
General Checking Account	\$37,933.36				\$37,933.36
Prepaid Expenses	6,507.86				6,507.86
Series 2021A1 Debt Service Reserve		\$326,971.87			326,971.87
Series 2021A2 Debt Service Reserve		164,843.75			164,843.75
Series 2021A Revenue		31,303.32			31,303.32
Series 2021A2 Interest		0.05			0.05
Series 2021A1 Prepayment		4,421.28			4,421.28
Series 2021A2 Prepayment		188,285.05			188,285.05
Accounts Receivable - Due from Developer			\$1,983,687.89		1,983,687.89
Series 2021A Acquisition/Construction			4,915.10		4,915.10
Total Current Assets	<u>\$44,441.22</u>	<u>\$715,825.32</u>	<u>\$1,988,602.99</u>	<u>\$0.00</u>	<u>\$2,748,869.53</u>
<u><b>Investments</b></u>					
Amount Available in Debt Service Funds				\$715,825.32	\$715,825.32
Amount To Be Provided				20,649,174.68	20,649,174.68
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,365,000.00</u>	<u>\$21,365,000.00</u>
<b>Total Assets</b>	<u><u>\$44,441.22</u></u>	<u><u>\$715,825.32</u></u>	<u><u>\$1,988,602.99</u></u>	<u><u>\$21,365,000.00</u></u>	<u><u>\$24,113,869.53</u></u>

**Laurel Road CDD**  
Statement of Financial Position  
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$4,461.25				\$4,461.25
Due to Developer	25,000.00				25,000.00
Accounts Payable			\$1,983,687.89		1,983,687.89
Retainage Payable			579,146.76		579,146.76
Deferred Revenue			1,319,732.59		1,319,732.59
Total Current Liabilities	<u>\$29,461.25</u>	<u>\$0.00</u>	<u>\$3,882,567.24</u>	<u>\$0.00</u>	<u>\$3,912,028.49</u>
 <b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$21,365,000.00	\$21,365,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,365,000.00</u>	<u>\$21,365,000.00</u>
 <b>Total Liabilities</b>	 <u>\$29,461.25</u>	 <u>\$0.00</u>	 <u>\$3,882,567.24</u>	 <u>\$21,365,000.00</u>	 <u>\$25,277,028.49</u>
 <b><u>Net Assets</u></b>					
Net Assets, Unrestricted	(\$0.05)				(\$0.05)
Net Assets - General Government	0.01				0.01
Current Year Net Assets - General Government	14,980.01				14,980.01
Net Assets, Unrestricted		\$865,543.13			865,543.13
Current Year Net Assets, Unrestricted		(149,717.81)			(149,717.81)
Net Assets, Unrestricted			\$6,835,756.09		6,835,756.09
Current Year Net Assets, Unrestricted			(8,729,720.34)		(8,729,720.34)
<b>Total Net Assets</b>	<u>\$14,979.97</u>	<u>\$715,825.32</u>	<u>(\$1,893,964.25)</u>	<u>\$0.00</u>	<u>(\$1,163,158.96)</u>
 <b>Total Liabilities and Net Assets</b>	 <u>\$44,441.22</u>	 <u>\$715,825.32</u>	 <u>\$1,988,602.99</u>	 <u>\$21,365,000.00</u>	 <u>\$24,113,869.53</u>

**Laurel Road CDD**  
Statement of Activities  
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$13,502.85				\$13,502.85
Developer Contributions	99,883.78				99,883.78
Other Income & Other Financing Sources	375.64				375.64
Off-Roll Assessments		\$26,463.87			26,463.87
Other Assessments		1,556,060.18			1,556,060.18
Inter-Fund Group Transfers In		(21.08)			(21.08)
Developer Contributions			\$6,507,712.63		6,507,712.63
Inter-Fund Transfers In			21.08		21.08
Total Revenues	<u>\$113,762.27</u>	<u>\$1,582,502.97</u>	<u>\$6,507,733.71</u>	<u>\$0.00</u>	<u>\$8,203,998.95</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$11,600.00				\$11,600.00
Public Officials' Liability Insurance	2,504.00				2,504.00
Trustee Services	3,524.39				3,524.39
Management	48,000.00				48,000.00
Disclosure	1,000.00				1,000.00
District Counsel	7,875.50				7,875.50
Audit	5,500.00				5,500.00
Postage & Shipping	19.89				19.89
Legal Advertising	5,380.92				5,380.92
Office Supplies	395.76				395.76
Web Site Maintenance	5,300.00				5,300.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,059.00				3,059.00
Lake Maintenance	4,770.00				4,770.00
A1 Principal Payments		\$250,000.00			250,000.00
A2 Principal Payments		735,000.00			735,000.00
A1 Interest Payments		417,205.63			417,205.63
A2 Interest Payments		335,429.69			335,429.69
Engineering			\$483,356.35		483,356.35
Water Utility Services			10,688.86		10,688.86
Contingency			14,743,596.42		14,743,596.42
Total Expenses	<u>\$99,104.46</u>	<u>\$1,737,635.32</u>	<u>\$15,237,641.63</u>	<u>\$0.00</u>	<u>\$17,074,381.41</u>

**Laurel Road CDD**  
**Budget to Actual**  
**For the Month Ending 9/30/2023**

	Year To Date			FY 2023 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$ 13,502.85	\$ -	\$ 13,502.85	\$ -
Developer Contributions	99,883.78	273,733.00	(173,849.22)	273,733.00
Other Income & Other Financing Sources	375.64	-	375.64	-
<b>Net Revenues</b>	<b>\$ 113,762.27</b>	<b>\$ 273,733.00</b>	<b>\$ (159,970.73)</b>	<b>\$ 273,733.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 11,600.00	\$ 12,900.00	\$ (1,300.00)	\$ 12,900.00
Public Officials' Liability Insurance	2,504.00	-	2,504.00	-
Trustee Services	3,524.39	6,000.00	(2,475.61)	6,000.00
Management	48,000.00	48,000.00	-	48,000.00
Engineering	-	15,000.00	(15,000.00)	15,000.00
Disclosure	1,000.00	1,000.00	-	1,000.00
District Counsel	7,875.50	25,000.00	(17,124.50)	25,000.00
Assessment Administration	-	5,500.00	(5,500.00)	5,500.00
Audit	5,500.00	6,500.00	(1,000.00)	6,500.00
Arbitrage Calculation	-	500.00	(500.00)	500.00
Telephone	-	200.00	(200.00)	200.00
Postage & Shipping	19.89	500.00	(480.11)	500.00
Legal Advertising	5,380.92	8,000.00	(2,619.08)	8,000.00
Miscellaneous	-	590.00	(590.00)	590.00
Office Supplies	395.76	500.00	(104.24)	500.00
Web Site Maintenance	5,300.00	915.00	4,385.00	915.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
Maintenance Staff	-	20,000.00	(20,000.00)	20,000.00
Lifestyle Staff	-	20,000.00	(20,000.00)	20,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 91,275.46</b>	<b>\$ 171,280.00</b>	<b>\$ (80,004.54)</b>	<b>\$ 171,280.00</b>
<b><u>Field Operations Expenses</u></b>				
Electric	\$ -	\$ 3,500.00	\$ (3,500.00)	\$ 3,500.00
Water Reclaimed	-	5,000.00	(5,000.00)	5,000.00
Equipment Rental	-	6,000.00	(6,000.00)	6,000.00
General Insurance	3,059.00	5,952.00	(2,893.00)	5,952.00
Property & Casualty Insurance	-	5,100.00	(5,100.00)	5,100.00
Irrigation	-	200.00	(200.00)	200.00
Lake Maintenance	4,770.00	18,000.00	(13,230.00)	18,000.00
Landscaping Maintenance & Material	-	25,000.00	(25,000.00)	25,000.00
Landscape Improvements	-	2,500.00	(2,500.00)	2,500.00
Contingency	-	10,000.00	(10,000.00)	10,000.00
Gate - Repairs & Maintenance	-	1,000.00	(1,000.00)	1,000.00
Street Sweeping	-	15,000.00	(15,000.00)	15,000.00
Lighting	-	200.00	(200.00)	200.00
Bike Share	-	5,000.00	(5,000.00)	5,000.00
<b>Total Field Operations Expenses</b>	<b>\$ 7,829.00</b>	<b>\$ 102,452.00</b>	<b>\$ (94,623.00)</b>	<b>\$ 102,452.00</b>
<b>Total Expenses</b>	<b>\$ 99,104.46</b>	<b>\$ 273,732.00</b>	<b>\$ (174,627.54)</b>	<b>\$ 273,732.00</b>

**Laurel Road CDD**  
 Budget to Actual  
 For the Month Ending 9/30/2023

	Year To Date			FY 2023 Adopted Budget
	Actual	Budget	Variance	
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$ 322.20	\$ -	\$ 322.20	\$ -
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 322.20</b>	<b>\$ -</b>	<b>\$ 322.20</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 14,980.01</b>	<b>\$ 1.00 *</b>	<b>\$ 14,979.01</b>	<b>\$ 1.00 *</b>



**Laurel Road CDD**  
Statement of Activities  
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$322.20				\$322.20
Interest Income		\$5,414.54			5,414.54
Interest Income			\$187.58		187.58
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$322.20</u>	<u>\$5,414.54</u>	<u>\$187.58</u>	<u>\$0.00</u>	<u>\$5,924.32</u>
<b>Change In Net Assets</b>	\$14,980.01	(\$149,717.81)	(\$8,729,720.34)	\$0.00	(\$8,864,458.14)
<b>Net Assets At Beginning Of Year</b>	<u>(\$0.04)</u>	<u>\$865,543.13</u>	<u>\$6,835,756.09</u>	<u>\$0.00</u>	<u>\$7,701,299.18</u>
<b>Net Assets At End Of Year</b>	<u><u>\$14,979.97</u></u>	<u><u>\$715,825.32</u></u>	<u><u>(\$1,893,964.25)</u></u>	<u><u>\$0.00</u></u>	<u><u>(\$1,163,158.96)</u></u>

**Laurel Road  
Community Development District**

Resolution 2024-02,  
Re-Setting a Public Hearing for the Adoption of  
Rules and Regulations for Amenity Facilities

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT TO REDESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING THE AMENITY POLICY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Laurel Road Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Venice, Florida; and

**WHEREAS**, the District’s Amenity Facilities have been constructed in accordance with the District’s purpose and improvement plan; and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAUREL ROAD COMMUNITY DEVELOPMENT:**

**SECTION 1.** A Public Hearing will be held to adopt the District’s Amenity Policy on \_\_\_\_\_, 2023, at \_\_\_\_\_, at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of November 2023.

**ATTEST:**

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** *Laurel Road Community Development District Rules and Regulations for Amenity Facilities Version 1 September 22, 2023*

## Exhibit A

# **Laurel Road Community Development District**

## **RESIDENT HANDBOOK Rules and Regulations for Amenity Facilities**

**Adopted: TBD**

**Version 1 September 22, 2023**

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## **Definitions**

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Visterra of Venice community amenity location, together with their appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean all Amenity Facilities Policies of the District as amended from time to time.

**“Amenity or Lifestyle Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District, which facilities include, but are not limited to, Visterra of Venice future community amenity location.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Board of Supervisors” or “Board”** – shall mean the Laurel Road Community Development District Board of Supervisors.

**“Clubhouse Facilities”** – shall mean the Visterra of Venice community amenity.

**“District”** – shall mean the Laurel Road Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Resident Services Office”** – shall mean the on-site location for the management company, including its employees, staff and agents.

**“Family”** – shall mean a group of individuals living under one roof or head of household. This does not include visiting relatives or extended family not residing in the home.

**“Guest”** – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

**“Non-Resident”** – shall mean any person or persons that do not own property within the District.

**“Non-Resident Member”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Members, and Renters who are sixteen (16) years of age and older.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or license agreement.

**“Resident”** – shall mean any person or family owning property within the District.

**“Adult”** – shall be considered any person eighteen (18) years of age or older.

**“Minor”** – shall be considered any person seventeen (17) years of age or younger.

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## **Annual User Fee Structure**

The annual user fee for persons not owning property within the District is equivalent to approved total assessments levied per the District's fiscal year of the largest front footage product, per the approved methodology. This fee is per family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Laurel Road Community Development District. The fee includes all amenities within the District. This fee will cover usage of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident User application. Each subsequent annual user fee shall be paid in full on the anniversary date of application for usage. Such fee may be increased, in accordance with the annual approved budget. This usage application is not available for commercial or business purposes.

## **Amenity Facility Access** **Fobs**

Two (2) facility access fobs will be issued to each Resident or Non-Resident households; this includes all children sixteen (16) years of age and older. There is a \$50.00 charge to replace any lost or stolen fobs. Each time a facility access fob is issued members will be required to provide proof of District residence or an executed Non-Resident Member Application paid in full. All members will be asked to execute an Amenity Facilities registration form prior to receiving their access fob. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Facility access fobs will not be issued on a Guest basis.

## **Guardian Access Fobs**

Up to two (2) guardian facility access fobs may be issued to a Resident Family, Non-Resident Member Family or Renter Family at any one time. There is a \$50.00 charge per fob. The person(s) being issued this fob must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form is required for each guardian. Where there are multiple children under the age of sixteen (16) who will be under the guardian's care, each child must be listed on the form(s). Guardian fobs are good for one (1) year from the date of issuance. Guardians may not use the Amenity Facilities unless using them with the child or children assigned to their fob. Guardians are also not permitted to bring Guests to the Amenity Facilities at any time. The child or children assigned to the guardian fob will be required to obtain a child identification fob. There is a \$5.00 charge for this fob.

## **Renters' Privileges**

1. Residents who rent out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or licensed. An Amenity Assignment of Rights and Privileges Form must be executed by the Resident on behalf of the renter and witnessed prior to any facility access fobs being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$50.00 charge per fob issued to Renters. No charge applies for reactivating or extending an existing fob.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

## **Guest Policy**

1. The guest policy varies by facility. See each section for the specific policy applicable to that facility.
2. Access fobs are not issued on a Guest basis.
3. Guests must always be accompanied by a Patron when using any of the Amenity Facilities.
4. Patron will be responsible for any damages caused by Guests while using facilities.

## **Loss or Destruction of Property or Instances of Personal Injury**

Each Patron and each Guest as a condition of invitation to the premises of the Amenity Facilities assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, licensed or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.

Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

## **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of District facilities agrees to indemnify and hold harmless the District and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

## **Suspension and Termination of Adult Privileges**

1. Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - a. Submits false information on the application for an access fob.
  - b. Permits unauthorized use of an access fob.
  - c. Exhibits unsatisfactory behavior or appearance.
  - d. Fails to abide by the Rules and Policies established for the use of facilities.
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal or physical assault.
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
2. Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
3. The District shall follow the process below regarding Suspension or Termination of an Adult Patron's privileges:

- a. First Offense - Written notice & explanation of the violation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - b. Second Offense –Will result in an automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - c. Third Offense – Will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to the Patron as to the Board of Supervisors decision.
4. Immediate Suspension & Removal:
- a. The Board Chairperson, District Manager, Amenity Manager have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days.
  - b. An incident report will be generated, and a copy of such notice will be filed in the Resident Services Office.
  - c. Upon issue of an immediate suspension, should the Patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron's privileges for a period of six (6) months.
5. Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
6. Utilizing the facilities during the suspension period will result in a trespassing citation issued by law enforcement officers of the Sarasota County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access fob will result in confiscation of the access fob being used and the suspension of that fob holder's privileges for a period of fifteen (15) days.
7. Suspension Effective Date:
- a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.

- c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
- 8. Appeal Process – Adult Patrons:
  - a. Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
  - e. Any person appealing will be governed by the following procedures:
    - i. Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
    - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
    - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
    - iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
    - v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
    - vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
  - f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
  - g. District action(s) will be resolved by way of successful Board motion.
  - h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

### **Suspension and Termination of Minor Privileges**

- 1. At the discretion of Amenity Facilities Staff, Minors (children under the age of eighteen (18)), who violate the rules and policies may be expelled from the Amenity Facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at the Resident Services Office.

2. Any Minor who is expelled from the Amenity Facilities three (3) times in a one-year period, shall have their Amenity Facilities privileges suspended for one (1) year from the date of the third offense.
3. Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
4. Utilizing the facilities during the suspension period will result in a trespassing citation issued by the law enforcement officers of the Sarasota County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access fob will result in confiscation of the access fob being used and the suspension of that fob holder's privileges for a period of fifteen (15) days.
5. Suspension Effective Date:
  - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sundays) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
6. Appeal Process – Minor Patrons:
  - a. Any minor has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
  - e. Any minor appealing will be governed by the following procedures:
    - i. Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
    - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
    - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.

- iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- g. District action(s) will be resolved by way of successful Board motion.
- h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

### **General Facility Provisions**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Regulations when necessary, at a duly noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.
2. All Patrons must have their assigned facility access fob upon entering the amenities. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Patron must present facility access fob upon request from Amenity Staff members.
3. Children under sixteen (16) years of age must be accompanied by a parent/guardian/adult patron aged eighteen (18) or older, with a valid Facility Access Fob.
4. Patrons aged twelve-sixteen (12-16) may access the Fitness Center accompanied by a parent/guardian/adult patron and must be supervised at all times by said patron.
5. All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
6. Dogs and all other pets (except for Service Animals) are not permitted at the Clubhouse Facilities and pool. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.



7. No open containers or glass are not permitted at any of the Amenity Facilities, parks, playgrounds and common areas. Alcoholic beverages shall not be served or sold. Alcoholic beverages are only permitted at pre-approved private parties and may also be served at District pre-approved or programmed special events.
8. Facility parking lots are intended for use by Patrons and their guests only while they're using the facilities. Vehicles must be parked in designated areas. Vehicles may not be parked on grass lawns, or in any way which blocks the normal flow of traffic. No extended or overnight parking is permitted.
9. Fireworks of any kind are not permitted anywhere on the Amenity Facilities, District Property, and adjacent areas.
10. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
11. The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager, and its staff shall have full authority to enforce these policies.
12. No use of tobacco, vaping, or marijuana products, including cigarettes, spit tobacco, or e-cigarettes, is permitted within any of the Amenity Facilities.
13. Guests must be accompanied by a Patron while using the Amenities.
14. All lost or stolen access fobs should be reported immediately to the Resident Services Office.
15. Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
16. Patrons and their guests shall treat all staff courteously and respectfully.
17. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District with the exception of parking lots or unless the said vehicles are owned by the District.
18. Skateboarding is not allowed on any District Amenity Facility Property; this includes, but is not limited to, the Amenity Facilities, parks, open green spaces, and sidewalks or common areas surrounding these areas.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
21. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and license fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established license or usage fees, the Amenity Manager will be required to compensate the District.

accordingly.

23. There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
24. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
25. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
26. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
27. Outdoor grilling, with the exception of the District-owned grill, is prohibited at all Amenity Facilities.
28. Garbage cans located on District property are for doggie pot bags or garbage generated while using District amenities. These garbage cans are not to be used for personal home trash. Residents using these garbage cans for personal trash may be subject to a disposal fee of Two Hundred Dollars (\$200.00) per violation.

### **General Amenity Facilities Usage Policy**

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District. Violation of the District's Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of District Amenity Facilities privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution regarding destruction of Amenity Facilities property or equipment.

1. Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

## **Instructor Use of District Property**

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be preapproved by the Laurel Road Community Development District Board of Supervisors. The Board of Supervisors may, at its discretion, delegate this authority to the Lifestyle Manager. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District prior to the commencement of the first class and must remain in effect throughout the duration of the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in cancellation of the class or program.

## **Amenity Facility Licensing Policies**

Adult Patrons may reserve for license certain portions of the Amenity Facilities for private events.

Current Facility License availability is limited to Tuesday – Saturday between the hours of 10:00 am – 8:00 pm, and provided no community activity or program is scheduled, and adequate staff are available. These license times will be reviewed on a continual basis and may change in the future.

Only one (1) room or portion of the facility is available for license during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should follow the procedures set forth in Paragraph 1. Reservations. Please note all the facilities are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Easter Sunday
Friday Preceding Spring Break		Mother's Day
Last Day of School	Memorial Day	Father's Day
Fourth of July	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Eve

The pool and pool deck areas, the event/yoga lawn, firepit, or other common areas of the facilities are not available for private license and shall remain open to other Patrons and their guests during normal operating hours. The Patron licensing any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

1. Reservations: In order to reserve a room for license, Patrons must contact the Resident Services Office at least four (4) weeks prior to the license date. Patrons will be required to submit a Preliminary Facility License Form to the Resident Services Office and, upon approval, will be required to submit a completed Facility Licensing Agreement and all fees associated with the license. The Facility Licensing Agreement must be completed, and payment received at least two (2)

weeks before the private event date. One payment must be in the amount of the room licensing fee and the other payment must be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders must be made payable to the Laurel Road Community Development District. The Resident Services Office has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.

2. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the license fee and return of the deposit.  
Available Facilities: The following areas of the District are available for private license (capacity; license fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup, including returning any relocated items and furnishings. Additional hours may be available upon request at a pro-rated amount provided staff are available. Approval for additional hours, and to rent both locations, is at the discretion of the Lifestyle Manager.

- a. Visterra Club Lounge  
Eight-two (82) Person Capacity  
12:00 pm to 5:00 pm, \$100.00  
6:00 pm to 9:00 pm, \$150.00

- b. Visterra Club Game Room  
Seventy (70) Person Capacity  
12:00 pm to 5:00 pm, \$100.00  
6:00 pm to -9:00 pm, \$150.00

3. Staffing: One (1) staff person is required to be present on site during the facility license period. Should alcohol be added to the Facility License, an additional staff person is required by the District to be present at the private event, as such, an additional one-hundred-dollar (\$100.00) license fee will be added to the total amount owed.
4. Deposit: A deposit in the amount of Two Hundred Dollars (\$200.00) is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility Leasing Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damage, including cleanup costs, arising from the license or if one or more of the conditions of the Facility Leasing Agreement are not met.
5. General Policies:
  - a. Patron is bound by the Facilities Leasing Agreement which is incorporated herein by this reference.
  - b. Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
    - i. Event Cancellation & Closure
    - ii. Access Restrictions

- iii. Parking Enforcement & Towing. The Patron leasing the facility will be responsible for any and all monetary citations and fines that may be received by the District for such a violation
- c. Rooms may be licensed outside of the hours listed above provided staff are available and may require an additional fee. These reservation requests are not guaranteed to be approved and the Resident Services Office has the authority to reasonably deny any request. Details relating to additional license cost, staffing cost/availability and facility availability may be obtained from the Resident Services Office. All facility leasing policies remain in force for these special circumstances and the District has final say in these matters.
- d. License fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- e. The volume of live or recorded music must not violate applicable Sarasota County Noise Ordinances.
- f. Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
- g. Due to the volume of requests, the District is generally unable to approve free or reduced rate use of the meeting room space. Requests for vendor programs or creation of a community group may be submitted to the Lifestyle Manager (Director of Fun) for consideration.

## **General Rules for All Swimming Pool Facilities**

### **No lifeguard on duty – Swim at your own risk**

All swimming pool facilities open daily **DAWN TO DUSK**. Dawn is 30 minutes before sunrise. Dusk is 30 minutes after sunset.

1. All Patrons must use their assigned Facility Access Fob to enter the pool area.
2. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of six (6) total Guests.
3. Children under sixteen (16) years of age must always be directly supervised by a Parent, Guardian or Adult Patron while in the pool facility.
4. Portable wi-fi speakers, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted unless they are personal units equipped with headphones.

5. Swimming is permitted only during designated hours, as posted at the pool.

Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at their own risk and must adhere to swimming pool rules.

6. Showers are required before entering the pools, water park, or using the water slide.
7. Glass containers are not permitted in the pool area.
8. Alcoholic beverages are not permitted in the pool area, unless a pre-programmed community event.
9. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
10. Hanging on the lane lines (where applicable) and interfering with the lap-swimming lane is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
12. Diving is strictly prohibited at all pools, except for Swim Team competitions pre-approved by the Board of Supervisors.
13. Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations. Advance notice will be given to residents, whenever feasible.
14. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
15. Proper swim attire must be worn in the pool and bathing suit tops must always be tied.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
18. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. Remote controlled watercraft are not allowed in the pool area.
20. Pool entrances must always be kept clear.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is absolutely prohibited.
24. No physical or verbal abuse will be tolerated.
25. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
26. Pets, (except for service animals), bicycles, skateboards, rollerblades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
27. The Amenity Staff reserves the right to authorize all programs and activities, regarding the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs, District and/or Homeowner's Association Sponsored Events.

## **Feces Policy for All Swimming and Wading Pools**

1. To avoid contamination:
  - a. Parents should take their children to the restroom before entering the pool.
  - b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
  - c. Patrons who have diarrhea are prohibited from using the pool.
2. If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

## **ADA Chair Lift Usage Policy**

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for them.
2. Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

## **Aquatic Toy and Recreational Floatation Device Policy**

1. Toys and other aquatic equipment are prohibited in the pool.
2. Exceptions to the above are Coast Guard-approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events previously approved by the Amenity Manager.
3. Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

## **Fitness Center Policies**

1. Please note the Fitness Center is unattended. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.
2. All Patrons using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.

3. Hours: The Fitness Center is open daily 24-hours for use by Patrons and their accompanied guests.
3. Emergencies: Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900.
4. Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. Patrons twelve -fifteen (12-15) years of age are permitted to use the Fitness Centers during designated operating hours if accompanied and supervised by a parent/guardian/adult patron with a valid access fob. No one under the specified ages is allowed in the Fitness Centers at any time.
5. Guest Policy: Residents may accompany up to two (2) guests to the Fitness Centers. Residents are responsible for cleaning up after themselves and their guest(s).
6. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Water is permitted in the Fitness Center if contained in non-breakable containers with screw tops or sealed lids. Alcoholic beverages are not permitted.
7. Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweatsuits (no swimsuits).
8. General Policies:
  - a. Everyone is responsible for wiping off fitness equipment after use.
  - b. Use of personal trainers is not permitted in the Fitness Centers.
  - c. Hand chalk is not permitted to be used in the Fitness Centers.
  - d. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
  - e. Weights or other fitness equipment may not be removed from the Fitness Centers.
  - f. When other Patrons are waiting, use of cardiovascular equipment should be limited to thirty (30) minutes and breaks should be taken between multiple sets on weight equipment.
  - g. Weights must be returned to their proper location after use.
  - h. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
  - i. Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

### **Event /Multi-Purpose Lawn Policies**

All Patrons and guests using the Event/Multi-Purpose Lawn are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges.



The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment. Guests may use the Event/Multi-Purpose Lawn if accompanied by a Patron. Please note that the Event/Multi-Purpose Lawn is an unattended Facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

1. Hours: The Event/Multi-Purpose Lawn is available for use by Patrons daily from dawn to dusk.
2. Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900
3. Proper Attire: Proper athletic shoes and attire are required at all times while on the field. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
4. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of six (6) guests to this facility.
5. General Policies:
  - a. Usage is available on a first come first serve basis, unless otherwise programmed by District.
  - b. Schedules of programs will be posted.
  - c. Usage of the Event/Multi-Purpose Lawn by organizations charging a fee is strictly prohibited unless pre-approved by the District.
  - d. The exclusive and reserved scheduled uses of the Event/Multi-Purpose Lawn are limited to community-based teams and programs scheduled through the Amenity Staff.
  - e. Roller blades, skates, skateboards, and motorized scooters are prohibited at the Event/Multi-Purpose Lawn.
  - f. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
  - g. Loud, profane, or abusive language is absolutely prohibited.
  - h. No physical or verbal abuse will be tolerated.
  - i. Beverages are permitted at the Event/Multi-Purpose Lawn if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on the Event/Multi-Purpose Lawn.
  - j. Alcoholic beverages are not permitted at or on the Event Lawn/Multi-purpose Playing Field, unless a community event pre-approved by the District.

### **Policies for All Parks and Open Green Spaces**

1. Organized assemblies are not permitted without explicit approval by The District.
2. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.

3. Parks and Open Green Spaces are available on a first come first serve basis, no reservations are permitted.
4. Guests must be accompanied by Patrons in accordance with the Districts guest policies.
5. No grills of any kind are permitted.
6. The use of fireworks is prohibited.
7. No roughhousing is permitted at the parks and playgrounds.
8. Roller blades, skates, skateboards, and motorized scooters are prohibited at all Parks and Open Green Spaces.
9. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
10. Persons using the Parks and Open Green Spaces must clean up all food, beverages and miscellaneous trash brought to the park/playground.
11. The use of profanity or disruptive behavior is absolutely prohibited.
12. Beverages are permitted at all Parks and Open Green Spaces if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on all Parks and Open Green Spaces.
13. Alcoholic beverages are not permitted at or on all Parks and Open Green Spaces, unless a community event pre-approved by the District.
14. Inflatable equipment, such as bounce houses, is not permitted at the Parks and Open Green Spaces.
15. Parks and Open Green Spaces hours are as posted. Unless otherwise posted, hours are from dawn to dusk, Monday through Sunday.

### **Fishing and Pond Policies**

There is a community-wide NO FISHING policy at North River Ranch. The ponds serve stormwater management purposes and are not to State Code for fishing, swimming or ingesting. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

### **Dog Care**

1. Dogs should be kept on a leash at all times outside of the home.
2. Patrons are required to pick up after their dog and dispose of feces properly.
3. Dogs that have been declared dangerous or aggressive are prohibited.
4. All Patrons must have proof of their dog's current rabies vaccination and license.

### **Game Room Policies**

1. Residents use only with valid Facility Access Fob.
2. All Patrons must present their assigned Facility Access Fob to the staff person on

- duty in order to check out game room equipment including but not limited to ping pong paddles and balls, foosballs, air hockey paddles and pucks and billiard balls.
3. Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
  4. No one under the age of sixteen (16) is allowed in the game room unless accompanied by a parent/guardian/adult patron.
  5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members present must be sixteen (16) years of age or older in order to bring up to four (4) total Guests.
  6. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
  7. Persons using the Game Room must clean up all food, beverages, miscellaneous trash, including returning any used or relocated items and furnishings.
  8. The use of profanity or disruptive behavior is absolutely prohibited.
  9. Beverages are permitted at the Game Room if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at the Game Room.
  10. Alcoholic beverages are not permitted at the Game Room, unless a community event pre-approved by the District.
  11. No running.
  12. No horseplay.
  13. Any violation of these rules could result in expulsion from the Game Room for a minimum of one day.

### **Lost and Found Property**

All property found at any amenity of North River Ranch will be recorded, collected, and placed in a designated bin to be available for homeowner collection during calendar listed Resident Services Office open hours or new homeowner orientations. Lost and found items will be kept for a period of 3 months, after which items will be donated.

Value-deemed items such as jewelry, electronics, and confidential personal property will be kept for a period of 1 year at Resident Services Office. All efforts will be made to return the value-deemed item(s) by e-newsletter notifications and neighborhood social pages. Thereafter, the items will be donated or suitably disposed of.

### **Natural Buffer Areas Policy Statement**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Sarasota County, and Southwest Florida Water Management District

(SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees, are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed as follows: Such abutting property owner must initially contact the District. The District will send a representative to confirm that the tree in question is located on District property. Once confirmed, the District will send an arborist to determine whether the tree poses a hazard. If so, and at its discretion, the District will remedy the situation by removing the tree or a portion thereof. If it is determined that the tree does not pose a hazard, the property owner may elect to cut or remove the tree at their own expense. Such abutting property owner must secure permission from the District and shall then be responsible for any needed permitting or review by Sarasota County and SWFWMD. The goal of permitted trimming and/or removal, where warranted, is to minimize disturbance to these areas.

If a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one can encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

**Laurel Road  
Community Development District**

Resolution 2024-03,  
Adopting an Amended Budget for FY 2023

## RESOLUTION 2024-03

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2022/2023, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 17, 2022, the Board of Supervisors ("**Board**") of the Laurel Road Community Development District ("**District**"), adopted Resolution 2022-16 providing for the adoption of the District's fiscal year 2022/2023 annual budget ("**Budget**"); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2022-16 authorize the Board to amend the Budget; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT:

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit "A"** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of section 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for fiscal year 2022/2023.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Laurel Road Community Development District for the fiscal year ending

September 30, 2023, as amended and adopted by the Board of Supervisors effective November 8, 2023.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sums set forth below, raised by the levy of special assessments and otherwise, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$ \_\_\_\_\_

TOTAL ALL FUNDS \$ \_\_\_\_\_

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2022-16, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2022-16 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

**5. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Introduced, considered favorably, and adopted this 8<sup>th</sup> day of November, 2023.

**ATTEST:** **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**Exhibit A:** Amended Fiscal Year 2022/2023 Budget

**Exhibit A**

Amended Fiscal Year 2022/2023 Budget

*[See attached]*



**Laurel Road CDD**  
FY 2023 Proposed Revised Budget

	FY 2023 Adopted Budget	Actual FY 2023	FY 2023 Proposed Revised Budget
<b><u>Revenues</u></b>			
Off-Roll Assessments	\$ -	\$ 13,502.85	\$ 13,502.85
Developer Contributions	273,733.00	99,883.78	99,883.78
Other Income & Other Financing Sources	-	375.64	375.64
<b>Net Revenues</b>	<b>\$ 273,733.00</b>	<b>\$ 113,762.27</b>	<b>\$ 113,762.27</b>
<b><u>General &amp; Administrative Expenses</u></b>			
Supervisor Fees	\$ 12,900.00	\$ 11,600.00	\$ 11,600.00
Public Officials' Liability Insurance	-	2,504.00	2,504.00
Trustee Services	6,000.00	3,524.39	3,524.39
Management	48,000.00	48,000.00	48,000.00
Engineering	15,000.00	-	13,878.49
Disclosure	1,000.00	1,000.00	1,000.00
District Counsel	25,000.00	7,875.50	7,875.50
Assessment Administration	5,500.00	-	-
Audit	6,500.00	5,500.00	5,500.00
Arbitrage Calculation	500.00	-	-
Telephone	200.00	-	-
Postage & Shipping	500.00	19.89	19.89
Legal Advertising	8,000.00	5,380.92	5,380.92
Miscellaneous	590.00	-	-
Office Supplies	500.00	395.76	395.76
Web Site Maintenance	915.00	5,300.00	5,300.00
Dues, Licenses, and Fees	175.00	175.00	175.00
Maintenance Staff	20,000.00	-	-
Lifestyle Staff	20,000.00	-	-
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 171,280.00</b>	<b>\$ 91,275.46</b>	<b>\$ 105,153.95</b>
<b><u>Field Operations Expenses</u></b>			
Electric	\$ 3,500.00	\$ -	\$ -
Water Reclaimed	5,000.00	-	-
Equipment Rental	6,000.00	-	-
General Insurance	5,952.00	3,059.00	3,059.00
Property & Casualty Insurance	5,100.00	-	-
Irrigation	200.00	-	-
Lake Maintenance	18,000.00	4,770.00	5,871.52
Landscaping Maintenance & Material	25,000.00	-	-
Landscape Improvements	2,500.00	-	-
Contingency	10,000.00	-	-
Gate - Repairs & Maintenance	1,000.00	-	-
Street Sweeping	15,000.00	-	-
Lighting	200.00	-	-
Bike Share	5,000.00	-	-
<b>Total Field Operations Expenses</b>	<b>\$ 102,452.00</b>	<b>\$ 7,829.00</b>	<b>\$ 8,930.52</b>
<b>Total Expenses</b>	<b>\$ 273,732.00</b>	<b>\$ 99,104.46</b>	<b>\$ 114,084.47</b>

**Laurel Road CDD**  
FY 2023 Proposed Revised Budget

	FY 2023 Adopted Budget	Actual FY 2023	FY 2023 Proposed Revised Budget
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$ -	\$ 322.20	\$ 322.20
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ -</b>	<b>\$ 322.20</b>	<b>\$ 322.20</b>
<b>Net Income (Loss)</b>	<b>\$ 1.00 *</b>	<b>\$ 14,980.01</b>	<b>\$ -</b>

**Laurel Road  
Community Development District**

Recommendation of the  
Auditor Selection Committee

# Laurel Road CDD

## Auditor Selection - Manager's Recommended Rankings

Criteria	Possible Points	Berger, Toombs, Elam, Gaines & Frank	Berger Rec. Points	Grau & Associates	Grau Rec. Points
Ability of Personnel	20.0	Qualified, Multiple CPAs on Staff	20.0	Qualified, Multiple CPAs on Staff	20.0
Proposer's Experience	20.0	Extensive CDD Experience	20.0	Extensive CDD Experience	20.0
Understanding of Scope of Work	20.0	Sufficient	20.0	Sufficient	20.0
Ability to Furnish Required Services	20.0	Capable	20.0	Capable	20.0
Price for Services for Three Years	20.0	\$5,775+ \$5,775 + \$5,775 = \$17,325	19.4	\$5,500 + \$5,600 + \$5,700 = \$16,800	20.0
<b>Total</b>	<b>100.0</b>		<b>99.4</b>		<b>100.0</b>

**Laurel Road  
Community Development District**

Forsberg Construction  
CO. No. 20 for  
Vistera of Venice - Phase 1

# CHANGE ORDER NO. 20


PROJECT	Visterra of Venice - Phase 1		
Date of Issuance	October 31, 2023	Effective Date	October 31, 2023
OWNER	Laurel Road Community Development District		
OWNER's Contract No.	N/A		
CONTRACTOR	Forsberg Construction, Inc.	ENGINEER	AM Engineering, LLC

You are directed to make the following changes in the Contract Documents.

Description:	Reconcile General, Earthwork and Roadway Quantities
Reason for Change Order:	Plan revisions/additions, permit issuance/conditions, construction plan approval and project changes
Contract Time:	No change

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 15,992,366.02	Original Contract Times Substantial/Final Completion: 437 Days
Net Changes from previous Change Orders No. 1 to No. 19 \$ 7,319,488.46	Net Changes from previous Change Orders No. 1 to No. 19 421 Days
Contract Price prior to this Change Order \$ 23,311,854.48	Contract Times prior to this Change Order Substantial/Final Completion: 858 Days
Net Increase of this Change Order \$ 66,218.38	Net Increase of this Change Order 0 Days
Contract Price with all approved Change Orders \$ 23,378,072.86	Contract Times with all approved Change Orders Substantial/Final Completion: 858 Days

RECOMMENDED:  
AM Engineering, Inc.

By:   
Bobbi Claybrooke, P.E.

Date: 10/31/23

APPROVED:  
Laurel Road CDD

By: \_\_\_\_\_  
Peter Williams, Chairman

Date: \_\_\_\_\_

ACCEPTED:  
Forsberg Construction, Inc.

By:   
Gregg V. Marsh, Vice President

Date: 10/31/23

CHANGE ORDER NO. 18 Exhibit "A" - Schedule of Values Visterra of Venice - Phase 1					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
EXISTING CONTRACT UNIT PRICES					
1. GENERAL CONDITIONS					
2. EARTHWORK					
3. ROADWAY					
32	2nd Lift of Asphalt on Parking Spaces adjacent Visterra Blvd and Border Road Entrance (Border Road = 473 SY + Roadside Parking = 1220 SY)	1,693	SY	\$ 12.00	\$ 20,316.00
ROADWAY SUBTOTAL					\$ 20,316.00
4. STORM DRAINAGE (none)					
5. SANITARY SEWER - FUTURE CHANGE ORDER - MODIFICATIONS TO ARIA AND FIORE PUMP STATIONS					
6. WATER MAIN					
30	Repair Two Water Services Damaged by FPL Light Pole Installation - 9/28/23	2	EA	\$ 1,115.00	\$ 2,230.00
31	Fire Hydrant Flow Testing	19	EA	\$ 200.00	\$ 3,800.00
WATER MAIN SUBTOTAL					\$ 6,030.00
7. REUSE MAIN					
8. AMENITY CENTER - FUTURE CHANGE ORDER FOR WATER SERVICE, FIRE LINE and ADDITION STORM PIPE ADDED TO PLAN (IF NOT UNDER GC CONTRACT)					
10	Storm Sewer (additional pipes added to plan and extended under parking lot only)	186	LF	\$ 43.74	\$ 8,135.64
12	Connect to Existing Storm Structure (for added pipes under parking lot only)	2	EA	\$ 2,500.00	\$ 5,000.00
26	Excavate, load & haul to stockpile to lower FF grade of Amenity Center	1,050	CY	\$ 5.99	\$ 6,289.50
21	Excavate and grade for Concrete Driveway Apron and Concrete Mailbox Kiosk	1	LS	\$ 4,380.00	\$ 4,380.00
22	Concrete Driveway Apron and Concrete Mailbox Kiosk	142	SY	\$ 88.22	\$ 12,527.24
23	2" Conduit Crossing	130	LF	\$ 8.00	\$ 1,040.00
24	4" Conduit Crossing	250	LF	\$ 10.00	\$ 2,500.00
ROADWAY SUBTOTAL					\$ 39,872.38
SUMMARY					
1. GENERAL CONDITIONS					\$ -
2. EARTHWORK					\$ -
3. ROADWAY					\$ 20,316.00
4. STORM DRAINAGE (none)					\$ -
5. SANITARY SEWER - FUTURE CHANGE ORDER - MODIFICATIONS TO ARIA AND FIORE PUMP STATIONS					\$ -
6. WATER MAIN					\$ 6,030.00
7. REUSE MAIN					\$ -
8. AMENITY CENTER - FUTURE CHANGE ORDER FOR WATER SERVICE, FIRE LINE and ADDITION STORM PIPE					\$ 39,872.38
Visterra of Venice - Phase 1 TOTAL					\$ 66,218.38

**From:** [Andy Richardson](#)  
**To:** [Gregg Marsh](#); [Craig Sas](#)  
**Subject:** RE: [EXT] Amenity Center - Lower Finished Floor  
**Date:** Tuesday, October 3, 2023 4:13:12 PM  
**Attachments:** [image001.png](#)

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That is correct, and agree with the pricing as well.

Craig, would you confirm the exhibit below works for you in regards to the revised hold-downs please?

Regards,

**Andy Richardson**  
**Senior Land Development Manager**

941-328-1140 Ofc  
941-724-2819 Cell  
5824 Lakewood Ranch Blvd  
Sarasota, FL 34240  
[arichardson@nealland.com](mailto:arichardson@nealland.com)



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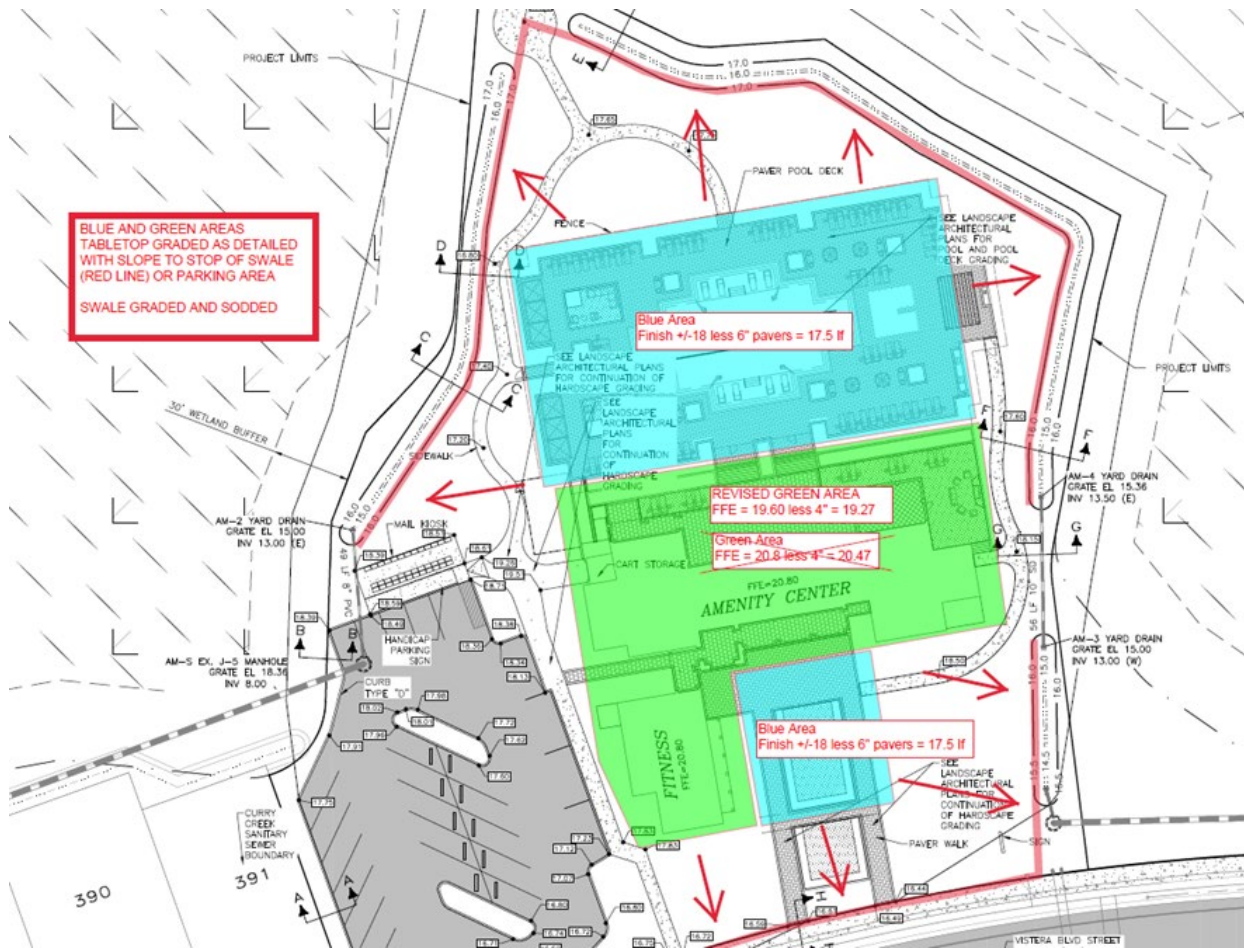
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**From:** Gregg Marsh <[gregg@forsbergconstruction.com](mailto:gregg@forsbergconstruction.com)>  
**Sent:** Tuesday, October 3, 2023 3:45 PM  
**To:** Andy Richardson <[arichardson@nealland.com](mailto:arichardson@nealland.com)>  
**Subject:** [EXT] Amenity Center - Lower Finished Floor

Andy – Per your directive today, Neal Land desires to lower the finished floor from 20.80 to 19.60 (see revised grading exhibit below).

The cost to lower the finished floor is 1050 CY @ \$5.99/CY = 6,289.50 (Contract unit price). Please advise.





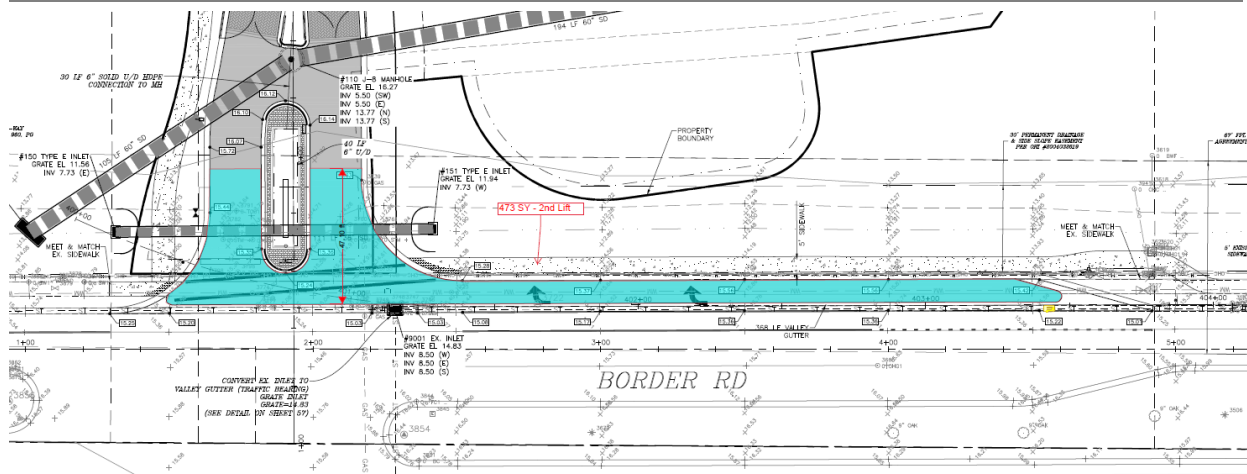
*Gregg V. Marsh*  
Vice President

**Forsberg Construction, Inc.**  
645 Charlotte Street  
Punta Gorda, Florida 33950  
(941) 637-8500 Office  
(941) 639-1073 Facsimile  
(941) 628-2759 Mobile

*American Public Works Association*  
2019 Florida Contractor of the Year



From: [Gregg Marsh](#)  
To: [Bill Waterman](#)  
Subject: Vieters - Border Road 2nd Lift  
Date: Friday, October 6, 2023 10:08:00 AM  
Attachments: [image001.png](#)



*Gregg V. Marsh*  
Vice President

**Forsberg Construction, Inc.**  
645 Charlotte Street  
Punta Gorda, Florida 33950  
(941) 637-8500 Office  
(941) 639-1073 Facsimile  
(941) 628-2759 Mobile

*American Public Works Association  
2019 Florida Contractor of the Year*