

# 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, June 12, 2024, 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
    1. Minutes of the May 8, 2024, Board of Supervisors' Meeting
    2. Ratification of FEDCO Communications and Utilities, LLC CO#1 Visterra Phase 1B
    3. Ratification of Forsberg Construction, Inc. Phase 1B Irrigation Reclaim Repair
    4. Ratification of Forsberg Construction, Inc. Phase 1B Earthwork
    5. Ratification of Forsberg Construction, Inc. Amenities Non- Entry Grading Work
    6. Ratification of Forsberg Construction, Inc. Phase 1B Final TO
    7. Ratification of Forsberg Construction, Inc. Fiore Lift Station Upgrades
    8. Ratification of Forsberg Construction, Inc. Stake-Out & Record Drawings for Amenity
    9. Ratification of DEX Imaging Visterra Amenity Center Copier Equipment Leasing Agreement
    10. Ratification of Maverick Building Solutions, Roundabout Signage
    11. Ratification of Border Road Entrance Cleanup
    12. Ratification of FEDCO Soft Utility Backbone
    13. Ratification of Armstrong Buffer Area Screen Old Tower Access
    14. Funding Request No. 146 – 150
    15. Payment Authorizations Nos. 044 – 047
    16. Ratification of Requisitions Nos. 122 - 134
    17. District Financial Statements

### **Business Matters**

2. Review and Consideration of Revised Preliminary Budget for Fiscal Year 2025
3. Review and Consideration of Forsberg Construction, Inc Proposal for Phase 1B Amenity Non-Entry Roof Drains
4. Review and Consideration of SignPro Studios Proposal for Visterra Entry Features Signage and Striping
5. Review and Consideration of Pre-Qualifying Contractors for the District Construction Projects



6. Review and Consideration of Proposal for Professional Engineering Services for Vistera Ph. 2

**Other Business**

**Staff Reports**

- District Counsel
- District Engineer
- District Manager

**Supervisor Requests and Comments**

**Adjournment**



**Laurel Road  
Community Development District**

Consent Agenda

**Laurel Road  
Community Development District**

Minutes of the May 8, 2024, Board of  
Supervisors' Meeting

**MINUTES OF MEETING**

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

**Wednesday, May 8, 2024, at 12:30 p.m.**

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

Board Members present:

Pete Williams	Chairperson	
Janice Snow	Vice Chairperson	
John Blakley	Assistant Secretary	
John Leinaweaver	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	(via phone)

Also present:

Vivian Carvalho	PFM Group Consulting – District Manager	
Venessa Ripoll	PFM Group Consulting – District Manager	(via phone)
Amanda Lane	PFM Group Consulting – District Accountant	(via phone)
Jorge Jimenez	PFM Group Consulting – ADM	(via phone)
Tom Panaseny	Neal Communities – Developer	(via phone)
John McKay	J.H. McKay, LLC	
Andy Richardson	Neal Communities	(via phone)

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Roll Call**

The Board of Supervisors’ Meeting for Laurel Road CDD was called to order at 12:32 p.m. Those in attendance are outlined above either in person or via speakerphone.

**Public Comment Period**

There were no public comments.

**Consent Agenda**

**1. Minutes of the April 10, 2024, Board of Supervisors’ Meeting**

2. Forsberg Construction – Additional Utility Boxes
3. Forsberg Construction – PH 1 Segment A Punch
4. Maverick – CBU Mailboxes
5. Maverick – Pool Shades
6. Forsberg Construction – Amenity Water
7. Florida Premier Farms – Sod Washouts
8. Funding Request No. 144 – 146
9. Payment Authorizations Nos. 042 – 043
10. District Financial Statements

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the agenda items 1 - 10.

## **SECOND ORDER OF BUSINESS**

### **Business Matters**

#### **Consideration of Resolution 2024-07, Designating a Date, Time and Location for the 2024 Landowner’s Meeting.**

Ms. Carvalho stated the suggested date for the meeting is November 5<sup>th</sup>, 2024, at 11am at this location. The reason for this date is to coincide with the other district project that is holding their Election on November 5<sup>th</sup>. In the past, Mr. McKay has been the proxyholder on behalf of the landowner.

Ms. Carvalho stated this meeting would be at 11:00am and the other meeting would be at 11:30am. As the date approaches, the proxyholder form will be provided, the Official Ballot, along with any other information that they have. Prior to coming to that meeting, they must have the originals sent in advance or hard copies brought to the meeting.

Mr. McKay clarified that he would only be the proxyholder for whatever land that Neal still owns.

Ms. Carvalho confirmed this, and it is for the actual landowner entities. There were no further questions or comments and she asked for a motion to approve the Resolution 2024-07, as well as holding the 2024 Landowner’s Meeting on November 5<sup>th</sup>, 2024, at 11am, at this location.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the Resolution 2024-07.

**Letter from Supervisor of Elections,  
Sarasota County**

Ms. Carvalho stated this letter is confirming the registered voters within the confines of the district. This confirmation occurs every year. They are still in the beginning stages. When the 250 threshold is reached, that is when two seats will begin transitioning.

Ms. Carvalho confirmed it must meet both criteria of 6 years after establishment and 250 registered voters.

There was a discussion regarding the fact that there were no registered voters according to the letter at this time, but there will be voters by the end of the month.

Ms. Carvalho stated this letter is generated at a point in time. Therefore, it will be revisited in two years' time to see where the numbers are at by that point.

Mr. Williams stated they have to query the Supervisor of Elections as of April 15<sup>th</sup> for how many registered voters there are.

Ms. Carvalho called for a motion to accept the letter for record keeping purposes.

ON MOTION by Mr. Williams, seconded by Mr. Blakley with all in favor, the Board accepted the Letter from Supervisor of Elections, Sarasota County.

**Consideration of Resolution 2024-08,  
approving a Preliminary Budget for Fiscal  
Year 2025, and Setting a Public Hearing  
Date**

Ms. Carvalho stated that the suggested date for the Public Hearing is August 14<sup>th</sup>, 2024. This coincides with the Board Meeting. She reviewed all the documents to the Board. Exhibit A is the actual proposed budget. This has been vetted and reviewed by PFM staff as well as

representatives from the Landowner, as it relates to everything from October 1<sup>st</sup> – September 30<sup>th</sup>, that is anticipated to come online for the district to maintain. As of now, if no changes were made, the adopted budget, for 2024, would be \$370,000.00 and a Proposed Budget for 2025 would be \$882,000.00 That is a significant increase, but there are many items that are going to come online that the District will be responsible to maintain.

In addition to the budget itself, the Debt Service Budget is also included. This is payment obligation for the Debt Service Funds of the A1 and A2 Bonds. The last page in the packet is the Proposed Assessment Schedule that is anticipated for all the phases.

Ms. Snow stated that there was one thing that had come up in the last few days, but she believed the Budget would be sufficient for this. There is a consultant at North River Ranch. His name is Tyree Brown. He is a consultant that manages the landscaping. They would like to see if he would have an interest in doing the same thing for Visterra/ Laurel Road CDD district. Post-developer and post-warranty, there will be no one onsite with that experience and expertise who could manage the common area landscaping. She does feel they should be on par with the Budget.

Ms. Carvalho clarified the Board the ability to switch certain line items around to accommodate that potential cost.

Ms. Snow stated that his cost was \$500 a month at North River Ranch. She stated it should not be anywhere near that cost for Visterra/ Laurel Road CDD district. There might be travel time included, due to his location. She asked Ms. Carvalho to ask the district to pursue that contract with him.

Ms. Carvalho confirmed and stated she would put a notation to obtain the contract so the Board can consider at the next meeting. She reminded the Board that this is a high-level overview. Between now and 60 days, at the Public Hearing, if there are certain contracts that come online that may be lowered from the estimated amount, that can be addressed. With this in mind, all landowners in the district will receive a notice of the potential increase.

Ms. Snow clarified that right now there are numbers in the budget for the Lifestyle Team at fulltime for two people. This most likely would not happen for another year, but the numbers are in there in case it does happen. If the right person is found, the Board would like to ensure that they can bring them on to work.

Ms. Carvalho stated last version has a Total Net Revenue of \$892,899.65.

Ms. Lane confirmed that version is the correct version with all the previous changes. .

Mr. Williams stated he does not like stratifying assessments over phases, where only one phase is paying for all the infrastructure improvement and the amenity center, while undeveloped phases pay nothing. He wanted to understand how the allocated numbers were created.



Ms. Lane confirmed that Phase 2 is only paying for their portion of the Administrative, while Phase 1 is paying for the Administrative, Field Operations and Amenity portion.

Mr. Panaseny asked if there was anything prohibiting the Board from adopting the O&M assessment as they were presented, but then change it prior to the August meeting.

Ms. Carvalho stated the Total Net Revenue is \$892,899.65, as of now. The Board must notify every single landowner or end-user, so they must have that amount finalized prior to the notice going out to the end users, residents and landowners. The Board can re-visit the O&M assessment back to the next meeting to confirm what approach the Board wants to proceed with the assessment allocation.

Ms. Carvalho clarified the motion is to approve the Total Net Revenue for the Preliminary Budget for FY25 at \$892,899.65 and to approve the Public Hearing Date of August 14<sup>th</sup>, 2024, at 12:30PM at this location

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Preliminary Budget for Fiscal Year 2025 and the Public Hearing Date, time and location.

### **Review and Acceptance of the FY 2023 Audit**

Ms. Carvalho stated this would be filed with the Auditor General. This is the complete Audit Report that has been vetted and signed off by the Chair of the District, the accountant, and herself. The attorney also provides an opinion of the Audit Report. She called for a motion to accept the Audit as presented.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board accepted the FY 2023 Audit.

**Consideration of Forsberg Construction for  
Visterra Amenity Center Fire Line**

Mr. Panaseney stated the fire line running from the public utilities to the building was not in the building contractor's scope. It was never installed as part of site development. A fire line must be done by a licensed fire main contractor. This line runs from the city line on Visterra Blvd. to inside the building. This was a cost installed by Forsberg, the site contractor. It is necessary to get fire protection to the Amenity Center. The total cost is \$49,981.00.

Ms. Carvalho asked for any questions regarding the proposal. There were none.

ON MOTION by Mr. Blakley, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Consideration of Forsberg Construction for Visterra Amenity Center Fire Line.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – No report.

**District Engineer** – No report.

**District Manager** – Ms. Carvalho stated that the next meeting is scheduled for June 12, 2024, 12:30pm, at the same location.

**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. Blakley, seconded by Mr. Williams, with all in favor, the May 8, 2024, Board of Supervisors' Meeting for the Laurel Road Community Development District was adjourned at 12:56 p.m.

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

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

**Laurel Road  
Community Development District**

Ratification of FEDCO Communications and  
Utilities, LLC CO#1 Vistera Phase 1B

DATE: 04-01-2024  
CHANGE ORDER# FPL-VIS1B-CO1  
AMOUNT: \$4,750.00  
FPL JOB# 11367567

LAUREL CDD  
5824 LWR BLVD  
SARASOTA, FL 34240  
ATTN: Andy Richardson

**CHANGE ORDER #1**  
VISTERA PHASE 1B  
NOKOMIS, FL

VISCDDP1 - Conduit

1) PROPOSAL # FPL-VIS-005  
RE: FPL FEEDER AND PRIMARY CONDUIT SYSTEM INSTALLATION  
APPROVED PROPOSAL AMOUNT  
2) CHANGE ORDER #1  
RE: ADDITIONAL CONDUIT INSTALL  
REVISED TOTAL: \$111,625.85

Signatures indicate agreement herewith, including any adjustment in the contract sum or term.

Allan S. Feder,  
FEDCO COMMUNICATIONS AND UTILITIES, LLC

DATE  
04-01-2024



LAUREL CDD

DATE

14 May 2024



**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc. Phase  
1B Irrigation Reclaim Repair



**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc. Phase  
1B Earthwork



# PROPOSAL

TO: LAUREL ROAD CDD  
ATTN: ANDY RICHARDSON  
5800 LAKEWOOD RANCH BLVD  
SARASOTA, FL 34240

DATE: 20-MAY-24



PROJECT: VISTERA  
 JOB NO. 24-01B

SITework      ROADS      UTILITIES  
 645 CHARLOTTE STREET PUNTA GORDA, FL 33950  
 PHONE: (941) 637-8500      FAX: (941) 639-1073  
 STATE LIC. # CU CO 055716

## VISCDP1 - Earthwork

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	REMOVE STONE AND CONSTRUCT TWO (2) BERMS ACROSS OLD SITE ENTRANCE OFF BORDER ROAD		\$ 3,810.00
		WORK COMPLETED ON MAY 6, 2024		
		<i>Gregg V. Marsh 5/20/24</i>		
FORSBERG CONSTRUCTION, INC. GREGG V. MARSH, V.P.			SUBTOTAL	\$ 3,810.00
			TAX (7%)	N/A
			TOTAL	\$ 3,810.00
			DATE	5/20/2024

**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc.  
Amenities Non- Entry Grading Work



**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc. Phase  
1B Final TO

# PROPOSAL

TO: LAUREL ROAD CDD  
ATTN: ANDY RICHARDSON  
5800 LAKEWOOD RANCH BLVD  
SARASOTA, FL 34240

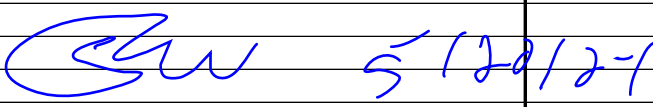

DATE: 20-MAY-24



PROJECT: VISTERA  
 JOB NO. 24-01B

SITework      ROADS      UTILITIES  
 645 CHARLOTTE STREET PUNTA GORDA, FL 33950  
 PHONE: (941) 637-8500      Fax: (941) 639-1073  
 STATE Lic. # CU CO 055716

VISCDP1 - Final TO

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	INSPECT, UNCOVER, REPAIR ABOVE GROUND APPURTENANCES AS PART OF THE CITY OF VENICE SEGMENT 2 ONE YEAR MAINTENANCE BOND PUNCH LIST - INCLUDES WALK-THROUGH WITH THE CITY OF VENICE UPON COMPLETION OF WORK - PUNCH LIST ISSUED ON JANUARY 9  WORK PERFORMED ON MAY 2, 6 & 7	\$ 9,493.00	\$ 9,493.00
				
FORSBERG CONSTRUCTION, INC. 			SUBTOTAL	\$ 9,493.00
GREGG V. MARSH, V.P.			TAX (7%)	N/A
DATE			TOTAL	\$ 9,493.00

**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc. Fiore  
Lift Station Upgrades

# PROPOSAL

TO: LAUREL ROAD CDD  
ATTN: ANDY RICHARDSON  
5800 LAKEWOOD RANCH BLVD  
SARASOTA, FL 34240

DATE: 30-MAY-24



PROJECT: VISTERA  
 JOB NO. 24-01B

SITework      ROADS      UTILITIES  
 645 CHARLOTTE STREET PUNTA GORDA, FL 33950  
 PHONE: (941) 637-8500      Fax: (941) 639-1073  
 STATE Lic. # CU CO 055716

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	FIORE LIFT STATION MODIFICATIONS  SUBMERSIBLE PUMPS AND PANEL MODIFICATIONS TO BE PERFORMED BY XYLEM UNDER DIRECT CONTRACT WITH OWNER, DIESEL BACK-UP PUMP TO BE DIRECT PURCHASED BY OWNER  WORK INCLUDES PREPARATION OF SITE, BELOW GRADE CONNECTION TO EXISTING FORCE MAIN, ABOVE GRADE CONNECTION TO EXISTING EMERGENCY PUMP-OUT, ABOVE GRADE CONNECTION TO AND FROM DIESEL BACK-UP PUMP, FLOAT INSTALLATION INTO EXISTING WETWELL, ELECTRICAL, CLEANUP AND START-UP  SCOPE OF SERVICES ARE IN ACCORDANCE WITH PLANS TITLED FIORE LIFT STATION UPGRADE PREPARED BY AM ENGINEERING WITH LATEST REVISION DATED 12/22/22  CHANGES TO SCOPE OF WORK WILL BE ADDRESSED BY CHANGE ORDER, IF REQUIRED  <div style="text-align: center; font-size: 2em; color: blue; font-family: cursive;">                         GMW 6/3/24                     </div>		\$ 192,200.00
FORSBERG CONSTRUCTION, INC. <div style="text-align: center; font-size: 1.5em; color: blue; font-family: cursive;">                         [Signature]                     </div>			SUBTOTAL	\$ 192,200.00
GREGG V. MARSH, V.P.			TAX (7%)	N/A
DATE			TOTAL	\$ 192,200.00

**Laurel Road  
Community Development District**

Ratification of Forsberg Construction, Inc. Stake-  
Out & Record Drawings for Amenity



### PROPOSAL


VISCDDP1 - Wetland Mit

**TO:** LAUREL ROAD CDD  
ATTN: ANDY RICHARDSON  
5800 LAKEWOOD RANCH BLVD  
SARASOTA, FL 34240

**DATE:** 20-MAY-24

**PROJECT:** VISTERA


**JOB NO.** 24-01B

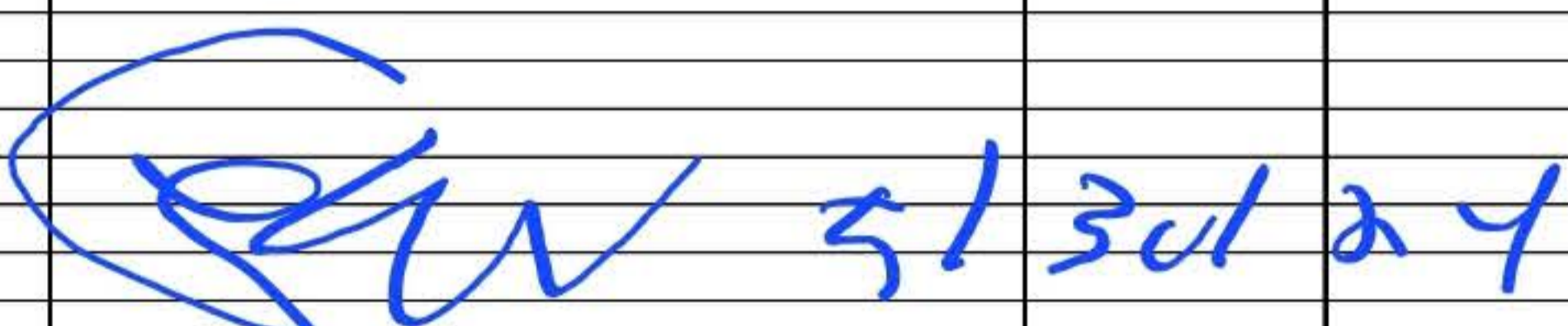


## **FORSBERG**

### CONSTRUCTION INC.

SITework      ROADS      UTILITIES  
 645 CHARLOTTE STREET PUNTA GORDA, FL 33950  
 PHONE: (941) 637-8500    FAX: (941) 639-1073  
 STATE LIC. # CU CO 055716

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	CONSTRUCTION STAKE-OUT & RECORD DRAWINGS FOR AMENITY CENTER AND WETLAND SWALES	\$ 7,946.00	\$ 7,946.00
FORSBERG CONSTRUCTION, INC. 		DATE <u>5/20/2024</u>	<b>SUBTOTAL</b> \$ 7,946.00	<b>TOTAL</b> \$ 7,946.00
GREG V. MARSH, V.P.		DATE	<b>TAX (7%)</b> N/A	





**Laurel Road  
Community Development District**

Ratification of DEX Imaging Vistera Amenity  
Center Copier Equipment Leasing Agreement



## **Company Information**

**Laurel Road Community Development  
District**

### **Bill To Address**

**Headquarters  
321 Visterra Boulevard  
Nokomis, FL 34275**

## **Contacts**

### **Dex Imaging Sales Representative**

**Name: Jody Schultz  
Phone: (941) 552-0680  
Email: [jgouge@deximaging.com](mailto:jgouge@deximaging.com)**

### **A/P Contact**

**Name: Amanda Lane  
Phone: 407-723-5925  
Fax:  
Email: [lanea@pfm.com](mailto:lanea@pfm.com)**

## INSTALLATION for Laurel Road Community Development District

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

**NOTE : White Glove option does not apply to production units**

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.



# Sales Order / Service Agreement

## Equipment Delivery Location

Laurel Road Community Development District  
 321 Visterra Boulevard  
 Nokomis, FL 34275

Equip. Contact: Janice Snow  
 Phone:941-328-1983  
 Email:jsnow@nealland.com

## Printer (Quarterly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$25.50	3000	0.0085	\$0.00	0	0.0650
Yes	1	Konica bizhub C250i A3 25ppm Color MFP- DF-714						
Yes	1	Digital QC 120/15 Surge Protector						
Yes	1	DK-516 Enhanced Copy Desk - Storage only-						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location: Visterra Amenity Center**



**MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)**

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

**Connectivity Support Agreement Details:**

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

**Example of Support Functions Covered Under this Contract:**

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

**Accept MFD CSA for ALL machines under DEX ESP: No**

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

**Address: 321 Vistera Boulevard**

<b>City: Nokomis</b>	<b>State: FL</b>	<b>Zip: 34275</b>
<b>Phone Number: 407-723-5925</b>	<b>Email: jsnow@nealland.com</b>	
<b>Name:</b> Pete Williams		<b>Title:</b> Admin
<b>Signature:</b>		<b>Date:</b> 5/20/24



# EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

## SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

## DEX Industry Best

Guaranteed 4 Hour Response Time

## BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

## EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

## TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 14% price increase over the prior period.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncurd Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

## CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.. If Customer does not report meters as required, DEX MPS will dispatch a representative to secure them at a rate of \$120 per hour.

## CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

## CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

## ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

## EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

## CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

## POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

## WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

## BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

## NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

## CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC. approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC. approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

## MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.

**Special Instructions**

**DEX Imaging, LLC Sales Associate**

Name: Jody Schultz

Date: 5/9/2024

**Approvals**

I have read and agree to all terms and conditions contained in this 6 page document.

**DEX Imaging, LLC.**

**Laurel Road Community Development District**

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:



MASTER AGREEMENT



AGREEMENT NO.:

**CUSTOMER ("YOU" OR "YOUR ")**

FULL LEGAL NAME: **Laurel Road Community Development District** FEDERAL TAX ID #:

ADDRESS: **321 Vistera Boulevard Nokomis FL 34275**

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

**1 Konica Minolta Bizhub C250i**

EQUIPMENT LOCATION: **321 Vistera Boulevard Nokomis, FL 34275**

TERM IN MONTHS: **63** MONTHLY PAYMENT AMOUNT\*: **\$156.77** (\*PLUS TAX)

SECURITY DEPOSIT: \_\_\_\_\_

**END OF TERM PURCHASE OPTION**

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

*P. Williams* *2NAP* *5/20/24*

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

**LESSOR ("WE", "US", OUR )**

**Dex Imaging, LLC**

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 5. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 7. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**
- 8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
- 9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 10. OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
- 11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
- 12. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 13. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
- 15. MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**Laurel Road  
Community Development District**

Ratification of Maverick Building Solutions,  
Roundabout Signage



# VISTERA SIGNAGE ESTIMATE

Red button OM-3 signs

Estimate Total (USD)  
**\$1,150.00**

**BILL TO**  
Laurel Road CDD  
Andy Richardson

941-328-1140  
arichardson@nealland.com

VISCDDP1 - Signage/Striping

Estimate Number: 233

Estimate Date: May 31, 2024

Valid Until: June 30, 2024

ITEMS	QUANTITY	PRICE	AMOUNT
<b>OM3-1 Red Reflectors</b> 18"18" Om3 Red reflectors FDOT signage with 8ft uchannels	7	\$100.00	\$700.00
<b>Installation</b> Covers full installation of 7 red button OM3 signs with concrete into end of road section.	1	\$450.00	\$450.00

**Subtotal:** \$1,150.00

**Total:** \$1,150.00

**Estimate Total (USD):** \$1,150.00

### Notes / Terms

To initiate the project, a signature is required upon proposal approval, with the remaining balance due upon project completion and satisfaction. We assure you of our commitment to deliver high-quality results and maintain open communication throughout the project's duration.

*Handwritten signature: GW 5/31/24*



**MAVERICK BUILDING SOLUTIONS**  
805 Charles Boulevard  
Oldsmar, Florida 34677  
United States

**Contact Information**  
Mobile: 205-704-9412  
Phillip@maverickbuildingsolutions.com



AI Assistant



**Laurel Road  
Community Development District**

Ratification of Border Road Entrance Cleanup

VISCDDP1 - Entry/Other

PROPOSAL NO. <b>621</b>
SHEET NO.
DATE <b>6/3/24</b>

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME <b>Laurel Road CDD</b>	ADDRESS <b>Vistera (Border Rd Entrance)</b>
ADDRESS	
	DATE OF PLANS <b>To be determined upon approval</b>
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of the nuisance vegetation and under brush cleanup of the Border Rd entrance. The scope of work and cost is as follows. Nuisance vegetation (Brazilian peppertrees, vines, dead woody material) will be cut and hauled off. Cut stumps will be chemically treated. The under brush will be cut down with steel blade brush cutters and mulched into small pieces. This proposal is for the areas that we looked at during our onsite meeting. The above detailed scope of work can be done for a set fee of \$4,300. If you agree with the proposal please sign and return for scheduling purposes. Thank you for the opportunity.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_

Dollars (\$ 4,300 ) with payments to be made as follows.

Invoicing will be done as jobs are completed.  
Invoices may be paid upon receipt with a net of 30 days

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted **Floridian Environmental Landscape LLC**  
**Po box 7003 Sun City, FL. 33586**  
Per **Gerardo V Valle** *Gerardo V. Valle*

Note — this proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature 

Signature \_\_\_\_\_

Date 6/4/24

**Laurel Road  
Community Development District**

Ratification of FEDCO Soft Utility Backbone

# FEDCO Communications and Utilities, LLC

3480 Sunbeam Drive • Sarasota, FL 34240 • (941) 809-2914

PROPOSAL DATE: 01-17-2023  
PROPOSAL # FPL-VIS-005  
PROPOSAL AMOUNT: \$111,625.85  
FPL JOB# 11367567

LAUREL CDD  
5824 LWR BLVD  
SARASOTA, FL 34240  
ATTN: Andy Richardson

## PROPOSAL VISTERA PHASE 1B NOKOMIS, FL

RE: FPL FEEDER AND PRIMARY CONDUIT SYSTEM INSTALLATION

WE PROPOSE TO DO THE FOLLOWING WORK:

- 1) EXCAVATE AND INSTALL FPL FEEDER AND PRIMARY CONDUIT SYSTEM
- 2) CONNECT TO EXISTING ROAD CROSSINGS INSTALLED BY OTHERS
- 3) FOLLOW FPL DESIGN – BRIAN GARNER DATED 08-11-22 PAGES 1-11
- 4) INSTALL ALL CONDUITS, PADS, HANDHOLES, PRIMARY SPICE BOXES, FEEDER SPICE BOXES, AND FEEDER SWITCH CABINETS
- 5) BLOW OUT ALL FEEDER AND PRIMARY CONDUITS WITH AIR COMPRESSOR TO ENSURE CONTINUITY
- 6) PROVIDE ALL LABOR, EQUIPMENT, AND INSURANCES

NOTE:

- A) FPL TO TRANSPORT ALL MATERIALS TO SITE
- B) DEVELOPER TO PROVIDE LOT CORNER AND ROW STAKES WITH GRADE MARKS
- C) DEVELOPER TO HAVE UTILITY EASEMENT TO GRADE
- D) DEVELOPER TO COORDINATE WITH FEDCO TO COMPLETE TRENCHES PRIOR TO COMCAST, AND PRIOR TO SIDEWALKS BEING POURED
- E) FEDCO TO PROVIDE DUMPTER(S) AND REMOVE MATERIAL DEBRIS
- F) DIRECTIONAL BORING MAY BE REQUIRED DUE TO DEPTH OF STORM PIPES
- G) DOES NOT INCLUDE ANY DIRECTIONAL BORES OR SOD RESTORATION

COST: \$106,875.85

PAYMENT TERMS: PROGRESSIVE BILLING

Allan S. Feder,  
FEDCO COMMUNICATIONS AND UTILITIES, LLC

DATE  
01-17-2023



LAUREL CDD



DATE

01/16/24



**Laurel Road  
Community Development District**

Ratification of Armstrong Buffer Area Screen Old  
Tower Access

Mike Armstrong Landscaping Inc.

Palmetto, FL 34221


# Estimate

Date	Estimate #
6/7/2024	412

Name / Address
LAUREL ROAD CDD 3501 QUADRANGLE BLVD ORLANDO FL 32817

## VISCDDP1 - Landscaping

Project
VISTERA-JUNE 20...

Description	Qty	Rate	Total
INSTALLATION OF LANDSCAPING FOR THE NATURAL BUFFER AREA ALONG BORDER ROAD IN VISTERA. THIS SHOULD FILL IN THIS AREA NICELY HOWEVER, WE CAN CHANGE SIZES AND/OR QUANTITIES IF NEEDED.			
10-2 1/2-3"CAL. -SLASH PINES	10	325.00	3,250.00
20-7GAL-WAX MYRTLE-\$50.00ea	1	1,610.00	1,610.00
20-3GAL-BEAUTYBERRY-\$20.00ea			
15-3GAL-FAKAHATCHEE-\$14.00ea			
ATTENTION: ANDY RICHARDSON			
 6/10/24			
<b>Total</b>			\$4,860.00

**Laurel Road  
Community Development District**

Funding Request Nos. 146 – 150

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**Funding Requests Nos. 146-150**

<b>FR #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>146</b>	<b>Booth Design Group</b>	\$ 761.99	
	<b>LRK</b>	\$ 5,493.75	
		\$ 2,395.00	
	<b>Maverick Building Solutions</b>	\$ 4,680.00	
			<b>\$13,330.74</b>
<b>147</b>	<b>Final Approach Consulting</b>	\$ 3,000.00	
	<b>Forsberg Construction</b>	\$ 20,730.00	
		\$ 3,360.00	
		\$ 8,658.00	
		\$ 111,418.00	
		\$ 30,000.00	
			<b>\$177,166.00</b>
<b>148</b>	<b>Booth Design Group</b>	\$ 514.28	
	<b>Geopoint Surveying</b>	\$ 2,360.00	
	<b>Lester M Neely III</b>	\$ 4,442.33	
			<b>\$7,316.61</b>
<b>149</b>	<b>AM Engineering</b>	\$ 8,539.84	

	<b>FEDCO Communications and Utilities, LLC</b>	\$ 111,625.85	
	<b>Mike Armstrong Landscaping</b>	\$ 77,923.51	
			<b>\$198,089.20</b>
<b>150</b>	<b>Forsberg Construction</b>	\$ 46,000.00	
		\$ 1,955.00	
		\$ 3,810.00	
		\$ 9,493.00	
		\$ 17,910.00	
	<b>LRK</b>	\$ 2,126.25	
		\$ 11,745.00	
			<b>\$93,039.25</b>
		<b>Total</b>	<b>\$488,941.80</b>


**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 146**

4/26/2024

Item No.	Vendor	Invoice Number	Construction Fund
1	<b>Booth Design Group</b> Services Through 04/22/2024	3919	\$ 761.99
2	<b>LRK</b> Amenity Services Through 03/31/2024 Amenity Services Through 03/31/2024	04.21020.00-16 04.21020.10-15	\$ 5,493.75 \$ 2,395.00
3	<b>Maverick Building Solutions</b> Extra Boxes for Mail Kiosk Area	177	\$ 4,680.00
<b>TOTAL</b>			<b>\$ 13,330.74</b>

*Venessa Ripoll*  
Secretary / Assistant Secretary

  
Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 147**

5/3/2024

Item No.	Vendor	Invoice Number	Construction Fund
1	<b>Final Approach Consulting</b> Visterra Pre-Con Services Through 04/30/2024	1450	\$ 3,000.00
2	<b>Forsberg Construction</b> Amenity Center Water Service Installation	2401050101	\$ 20,730.00
	Reuse & Water Meter Boxes	2401050102	\$ 3,360.00
	Above Ground Appurtenances Inspection & Repair	2401050103	\$ 8,658.00
	Storm Pipe & Erosion Repair	2401050105	\$ 111,418.00
	Wetland Improvement	2401050106	\$ 30,000.00
<b>TOTAL</b>			<b>\$ 177,166.00</b>

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

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

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

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By Amanda Lane at 4:18 pm, May 07, 2024

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 148**

5/10/2024

Item No.	Vendor	Invoice Number	Construction Fund
1	<b>Booth Design Group</b> Laurel Rd and Border Rd Services Through 05/06/2024	3945	\$ 514.28
2	<b>GeoPoint Surveying</b> Surveying Services through 04/30/2024	92985-2	\$ 2,360.00
3	<b>Lester M Neely III</b> Vacant Lot Landscaping	2024-120	\$ 4,442.33
<b>TOTAL</b>			<b>\$ 7,316.61</b>

*Vivian Carvalho*

Secretary / Assistant Secretary



Board Member



**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 149**

5/17/2024

Item No.	Vendor	Invoice Number	Construction Fund
1	<b>AM Engineering</b> Vistera of Venice Construction Engineering Services Through 04/26/2024	54598	\$ 8,539.84
2	<b>FEDCO Communications and Utilities, LLC</b> FPL Feeder & Primary Conduit System Installation	FPL-VIS-006	\$ 111,625.85
3	<b>Mike Armstrong Landscaping</b> Vistera Pay Application #8 Through 05/10/2024	--	\$ 77,923.51
<b>TOTAL</b>			<b>\$ 198,089.20</b>

*Venessa Ripoll*  
Secretary / Assistant Secretary

  
Board Member

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**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 150**

5/24/2024

Item No.	Vendor	Invoice Number	Construction Fund
<b>1</b>	<b>Forsberg Construction</b>		
	Storm Pipe & Erosion Repair	2401052002	\$ 46,000.00
	Irrigation Repair - Vistera Lot 196 Meter Box	2401052101	\$ 1,955.00
	Border Road Landscaping	2401052102	\$ 3,810.00
	Above Ground Appurtenances Inspection & Repair	2401052103	\$ 9,493.00
	Amenity Grading	2401052104	\$ 17,910.00
<b>2</b>	<b>LRK</b>		
	Amenity Services Through 04/30/2024	04.21020.00-17	\$ 2,126.25
	Amenity Interior Design Services Through 04/30/2024	04.21020.10-16	\$ 11,745.00
<b>TOTAL</b>			<b>\$ 93,039.25</b>

*Vivian Carvalho*

Secretary / Assistant Secretary



Board Member

**Laurel Road  
Community Development District**

Payment Authorizations Nos.  
044 – 047

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**  
**Payment Authorizations Nos. 044 - 047**

<b>PA #</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
<b>44</b>	<b>Advanced Aquatic Services</b>	\$ 1,745.00	
	<b>Clean Sweep Parking Lot Maintenance</b>	\$ 950.00	
	<b>FPL</b>	\$ 1,958.42	
			<b>\$4,653.42</b>
<b>45</b>	<b>City of Venice</b>	\$ 1,741.53	
	<b>Supervisor Fees - 05/08/2024 Meeting</b>	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
	<b>Vogler Ashton</b>	\$ 712.50	
			<b>\$3,454.03</b>
<b>46</b>	<b>Gannet Florida LocaliQ</b>	\$ 170.50	
			<b>\$170.50</b>
<b>47</b>	<b>PFM Group Consulting</b>	\$ 4,400.00	
			<b>\$4,400.00</b>
		<b>Total</b>	<b>\$12,677.95</b>

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 044**  
5/3/2024

Item No.	Vendor	Invoice Number	General Fund
1	<b>Advanced Aquatic Services</b> May Lake Maintenance	10553802	\$ 1,745.00
2	<b>Clean Sweep Parking Lot Maintenance</b> April Vistera Power Sweeping Services	54619	\$ 950.00
3	<b>FPL</b> Streets Lights: Service 03/27/2024 - 04/26/2024	Acct: 89605-84509	\$ 1,958.42
<b>TOTAL</b>			<b>\$ 4,653.42</b>



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

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By Amanda Lane at 4:18 pm, May 07, 2024

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 045**

5/10/2024

Item No.	Vendor	Invoice Number	General Fund
1	<b>City of Venice</b> 233 Vistera Blvd; April Water Services	233712	\$ 1,741.53
2	<b>Supervisor Fees - 05/08/2024 Meeting</b> Dale Weidemiller John Blakley Pete Williams Janice Snow John Leinaweaver		\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
3	<b>Vogler Ashton</b> General Counsel Through 04/15/2024	1242	\$ 712.50
<b>TOTAL</b>			<b>\$ 3,454.03</b>

*Vivian Carvalho*

Secretary / Assistant Secretary



Board Member

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 046**

5/17/2024

Item No.	Vendor	Invoice Number	General Fund
1	<b>Gannet Florida LocaliQ</b> Legal Advertising On 04/03/2024 (Ad: 9991583)	6398486	\$ 170.50
<b>TOTAL</b>			\$ 170.50

*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

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**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 047**

5/24/2024

Item No.	Vendor	Invoice Number	General Fund
1	<b>PFM Group Consulting</b> May District Management Fee	DM-05-2024-27	\$ 4,400.00
<b>TOTAL</b>			<b>\$ 4,400.00</b>

*Vivian Carvalho*

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

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By Amanda Lane at 9:01 am, May 28, 2024



**Laurel Road  
Community Development District**

Ratification of Requisitions Nos. 122 - 134

Laurel Road CDD  
 Series 2021  
 Summary of Requisition(s): 122-126

<u>Requisition</u>	<u>Payable To</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
122	Bay Area Bobcat	\$ 1,800.00	Please wire the funds per the instructions on page(s) 5 of the .pdf file and reference invoice(s) 91 with the wire.	Via wire
123	Driggers Engineering Services	\$ 414.50	Please reference invoice(s) SAL16534 on the payment.	Driggers Engineering Services Inc. PO Box 17839 Clearwater, FL 33762
124	LRK	\$ 3,044.32	Please wire the funds per the instructions on page 14 of the .pdf file and reference invoice(s) 00-12 and 01-10 with the wire.	Via wire
125	Onsight Industries	\$ 29,197.50	Please wire the funds per the instructions on page 20 of the .pdf file and reference invoice(s) 317596, 338071 with the wire.	Via wire
126	Stantec Consulting Services	\$ 73,280.00	Please wire the funds per the instructions on page 26 of the .pdf file and reference invoice(s) 2171842 with the wire.	Via wire
<b>Total</b>		<b>\$ 107,736.32</b>		

Laurel Road CDD  
Series 2021  
Summary of Requisition(s): 127

<u>Requisition</u>	<u>Payable To</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
127	Onsight Industries	\$ 2,200.00	Please wire the funds per the instructions on page 5 of the .pdf file and reference invoice(s) 40533 with the wire.	Via wire
<b>Total</b>		\$ 2,200.00		

Laurel Road CDD  
 Series 2021  
 Summary of Requisition(s): 128-130

<u>Requisition</u>	<u>Payable To</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
128	AM Engineering	\$ 6,589.10	Please reference invoice(s) 54339 on the payment.	AM Engineering, LLC 8340 Consumer Court Sarasota, FL 34240
129	Bay Area Bobcat	\$ 600.00	Please wire the funds per the instructions on page(s) 9 of the .pdf file and reference invoice(s) 94 with the wire.	Via wire
130	Xylem Dewatering Solutions	\$ 85,830.20	Please overnight the payment and reference invoice(s) 401303062 on the payment.	<b>Please overnight the payment via FedEx to:</b> JP Morgan Chase ATTN: Xylem Inc Box 26717 131 S Dearborn 6th Floor Chicago, IL 60603 <b>FedEx Account Number – 308966313</b>
<b>Total</b>		\$ 93,019.30		

Laurel Road CDD  
 Series 2021  
 Summary of Requisition(s): 131-132

<u>Requisition</u>	<u>Payable To</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
131	Bay Area Bobcat	\$ 4,500.00	Please wire the funds per the instructions on page(s) 5 of the .pdf file and reference invoice(s) 95 and 96 with the wire.	Via wire
132	Laurel Road CDD	\$ 85.91	Please reference requisition(s) 132 on the payment.	Laurel Road CDD c/o PFM Group Consulting, LLC 3501 Quadrangle Blvd. Ste. 270 Orlando, FL 32817-8329
<b>Total</b>		\$ 4,585.91		

Laurel Road CDD  
 Series 2021  
 Summary of Requisition(s): 133-134

<u>Requisition</u>	<u>Payable To</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
133	Laurel Road CDD	\$ 41.01	Please reference requisition(s) 133 on the payment.	Laurel Road CDD c/o PFM Group Consulting, LLC 3501 Quadrangle Blvd. Ste. 270 Orlando, FL 32817-8329
134	LRK	\$ 2,137.50	Please wire the funds per the instructions on page 10 of the .pdf file.	Via wire
<b>Total</b>		<b>\$ 2,178.51</b>		

**Laurel Road  
Community Development District**

District Financial Statements

**Laurel Road CDD**  
Statement of Financial Position  
As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<u>Assets</u>					
<b><u>Current Assets</u></b>					
General Checking Account	\$297,272.08				\$297,272.08
Prepaid Expenses	707.71				707.71
Deposits	4,200.00				4,200.00
Series 2021A1 Debt Service Reserve		\$326,971.87			326,971.87
Series 2021A2 Debt Service Reserve		140,078.13			140,078.13
Series 2021A Revenue		685,731.93			685,731.93
Series 2021A2 Interest		0.05			0.05
Series 2021A1 Prepayment		4,853.62			4,853.62
Series 2021A2 Prepayment		1,129,974.42			1,129,974.42
Accounts Receivable - Due from Developer			\$1,031,246.39		1,031,246.39
Series 2021A Acquisition/Construction			2,295.30		2,295.30
Total Current Assets	\$302,179.79	\$2,287,610.02	\$1,033,541.69	\$0.00	\$3,623,331.50
 <b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$2,287,610.02	\$2,287,610.02
Amount To Be Provided				18,227,389.98	18,227,389.98
Total Investments	\$0.00	\$0.00	\$0.00	\$20,515,000.00	\$20,515,000.00
<b>Total Assets</b>	<b>\$302,179.79</b>	<b>\$2,287,610.02</b>	<b>\$1,033,541.69</b>	<b>\$20,515,000.00</b>	<b>\$24,138,331.50</b>



**Laurel Road CDD**  
Statement of Financial Position  
As of 4/30/2024

	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			\$1,031,246.39		\$1,031,246.39
Retainage Payable			67,983.08		67,983.08
Deferred Revenue			1,031,246.39		1,031,246.39
Total Current Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,130,475.86</u>	<u>\$0.00</u>	<u>\$2,130,475.86</u>
 <b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$20,515,000.00	\$20,515,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$20,515,000.00</u>	<u>\$20,515,000.00</u>
 <b>Total Liabilities</b>	 <u>\$0.00</u>	 <u>\$0.00</u>	 <u>\$2,130,475.86</u>	 <u>\$20,515,000.00</u>	 <u>\$22,645,475.86</u>
 <b><u>Net Assets</u></b>					
Net Assets, Unrestricted	(\$0.05)				(\$0.05)
Net Assets - General Government	14,979.39				14,979.39
Current Year Net Assets - General Government	287,200.45				287,200.45
Net Assets, Unrestricted		\$719,470.34			719,470.34
Current Year Net Assets, Unrestricted		1,568,139.68			1,568,139.68
Net Assets, Unrestricted			(\$689,509.54)		(689,509.54)
Current Year Net Assets, Unrestricted			(407,424.63)		(407,424.63)
<b>Total Net Assets</b>	<u>\$302,179.79</u>	<u>\$2,287,610.02</u>	<u>(\$1,096,934.17)</u>	<u>\$0.00</u>	<u>\$1,492,855.64</u>
 <b>Total Liabilities and Net Assets</b>	 <u>\$302,179.79</u>	 <u>\$2,287,610.02</u>	 <u>\$1,033,541.69</u>	 <u>\$20,515,000.00</u>	 <u>\$24,138,331.50</u>

**Laurel Road CDD**  
Statement of Activities  
As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$315,751.10				\$315,751.10
Off-Roll Assessments	54,728.64				54,728.64
On-Roll Assessments		\$654,705.60			654,705.60
Other Assessments		2,085,605.95			2,085,605.95
Developer Contributions			\$1,920,018.32		1,920,018.32
Other Income & Other Financing Sources			447,000.00		447,000.00
Total Revenues	\$370,479.74	\$2,740,311.55	\$2,367,018.32	\$0.00	\$5,477,809.61
<b><u>Expenses</u></b>					
Supervisor Fees	\$7,000.00				\$7,000.00
Public Officials' Liability Insurance	2,604.00				2,604.00
Trustee Services	4,260.40				4,260.40
Management	30,800.00				30,800.00
Disclosure	500.00				500.00
District Counsel	2,997.00				2,997.00
Assessment Administration	5,500.00				5,500.00
Audit	5,500.00				5,500.00
Postage & Shipping	16.48				16.48
Legal Advertising	1,950.25				1,950.25
Miscellaneous	12.95				12.95
Web Site Maintenance	1,650.00				1,650.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,182.00				3,182.00
Lake Maintenance	12,215.00				12,215.00
Street Sweeping	5,177.50				5,177.50
Streetlights	11,699.72				11,699.72
Series 2021 A2 Principal Payments		\$850,000.00			850,000.00
Series 2021 A1 Interest Payments		205,256.26			205,256.26
Series 2021 A2 Interest Payments		158,554.69			158,554.69
Engineering			\$28,594.76		28,594.76
Contingency			2,749,634.64		2,749,634.64
Total Expenses	\$95,240.30	\$1,213,810.95	\$2,778,229.40	\$0.00	\$4,087,280.65

**Laurel Road CDD**  
Statement of Activities  
As of 4/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$11,961.01				\$11,961.01
Dividend Income		\$41,639.08			41,639.08
Dividend Income			\$3,786.45		3,786.45
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$11,961.01</u>	<u>\$41,639.08</u>	<u>\$3,786.45</u>	<u>\$0.00</u>	<u>\$57,386.54</u>
<b>Change In Net Assets</b>	<b>\$287,200.45</b>	<b>\$1,568,139.68</b>	<b>(\$407,424.63)</b>	<b>\$0.00</b>	<b>\$1,447,915.50</b>
<b>Net Assets At Beginning Of Year</b>	<u>\$14,979.34</u>	<u>\$719,470.34</u>	<u>(\$689,509.54)</u>	<u>\$0.00</u>	<u>\$44,940.14</u>
<b>Net Assets At End Of Year</b>	<u><u>\$302,179.79</u></u>	<u><u>\$2,287,610.02</u></u>	<u><u>(\$1,096,934.17)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,492,855.64</u></u>

**Laurel Road CDD**  
**Budget to Actual**  
**For the Month Ending 4/30/2024**

	Year To Date			FY 2024 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 315,751.10	\$ 183,911.51	\$ 131,839.59	\$ 315,276.88
Off-Roll Assessments	54,728.64	31,926.06	22,802.58	54,730.39
<b>Net Revenues</b>	<b>\$ 370,479.74</b>	<b>\$ 215,837.57</b>	<b>\$ 154,642.17</b>	<b>\$ 370,007.27</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 7,000.00	\$ 7,000.00	\$ -	\$ 12,000.00
Public Officials' Liability Insurance	2,604.00	1,750.00	854.00	3,000.00
Trustee Services	4,260.40	2,333.33	1,927.07	4,000.00
Management	30,800.00	30,800.00	-	52,800.00
Engineering	-	8,750.00	(8,750.00)	15,000.00
Disclosure	500.00	583.33	(83.33)	1,000.00
District Counsel	2,997.00	14,583.33	(11,586.33)	25,000.00
Assessment Administration	5,500.00	3,208.33	2,291.67	5,500.00
Reamortization Schedules	-	72.92	(72.92)	125.00
Audit	5,500.00	3,791.67	1,708.33	6,500.00
Arbitrage Calculation	-	291.67	(291.67)	500.00
Telephone	-	116.67	(116.67)	200.00
Postage & Shipping	16.48	291.67	(275.19)	500.00
Legal Advertising	1,950.25	4,666.67	(2,716.42)	8,000.00
Miscellaneous	12.95	350.00	(337.05)	600.00
Office Supplies	-	309.15	(309.15)	530.00
Web Site Maintenance	1,650.00	1,750.00	(100.00)	3,000.00
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00
Maintenance Staff	-	11,666.67	(11,666.67)	20,000.00
Lifestyle Staff	-	11,666.67	(11,666.67)	20,000.00
Resident Services	-	5,833.33	(5,833.33)	10,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 62,966.08</b>	<b>\$ 109,917.49</b>	<b>\$ (46,951.41)</b>	<b>\$ 188,430.00</b>
<b><u>Field Operations Expenses</u></b>				
Electric	\$ -	\$ 2,041.67	\$ (2,041.67)	\$ 3,500.00
Water Reclaimed	-	2,916.67	(2,916.67)	5,000.00
Equipment Rental	-	3,500.00	(3,500.00)	6,000.00
General Insurance	3,182.00	3,472.00	(290.00)	5,952.00
Property & Casualty Insurance	-	2,975.00	(2,975.00)	5,100.00
Irrigation	-	116.67	(116.67)	200.00
Lake Maintenance	12,215.00	10,500.00	1,715.00	18,000.00
Landscaping Maintenance & Material	-	14,583.33	(14,583.33)	25,000.00
Landscape Improvements	-	1,458.33	(1,458.33)	2,500.00
Contingency	-	5,833.33	(5,833.33)	10,000.00
Gate - Repairs & Maintenance	-	583.33	(583.33)	1,000.00
Street Sweeping	5,177.50	8,750.00	(3,572.50)	15,000.00
Lighting	-	116.67	(116.67)	200.00
Streetlights - Leasing	11,699.72	20,416.67	(8,716.95)	35,000.00
Bike Share	-	1,458.33	(1,458.33)	2,500.00
<b>Total Field Operations Expenses</b>	<b>\$ 32,274.22</b>	<b>\$ 78,722.00</b>	<b>\$ (46,447.78)</b>	<b>\$ 134,952.00</b>

**Laurel Road CDD**  
**Budget to Actual**  
**For the Month Ending 4/30/2024**

	Year To Date			FY 2024 Adopted Budget
	Actual	Budget	Variance	
<b><u>Vistera - Amenity Expenses</u></b>				
Clubhouse Electric	\$ -	\$ 2,187.50	\$ (2,187.50)	\$ 3,750.00
Clubhouse Water	-	2,916.67	(2,916.67)	5,000.00
Amenity - Telephone	-	36.46	(36.46)	62.50
Amenity - Cable TV / Internet / Wi-Fi	-	1,895.83	(1,895.83)	3,250.00
Amenity - Landscape Maintenance	-	7,291.67	(7,291.67)	12,500.00
Amenity - Irrigation Repairs	-	2,916.67	(2,916.67)	5,000.00
Amenity - Pool Maintenance	-	1,575.00	(1,575.00)	2,700.00
Amenity - Exterior Cleaning	-	2,187.50	(2,187.50)	3,750.00
Amenity - Interior Cleaning	-	2,916.67	(2,916.67)	5,000.00
Amenity - Pest Control	-	145.83	(145.83)	250.00
Amenity - Fitness Equipment Leasing	-	1,391.25	(1,391.25)	2,385.00
Amenity - Security	-	1,518.28	(1,518.28)	2,602.77
Amenity - Pool Equipment	-	218.75	(218.75)	375.00
<b>Total Vistera - Amenity Expenses</b>	<b>\$ -</b>	<b>\$ 27,198.08</b>	<b>\$ (27,198.08)</b>	<b>\$ 46,625.27</b>
<b>Total Expenses</b>	<b>\$ 95,240.30</b>	<b>\$ 215,837.57</b>	<b>\$ (120,597.27)</b>	<b>\$ 370,007.27</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$ 11,961.01	\$ -	\$ 11,961.01	\$ -
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 11,961.01</b>	<b>\$ -</b>	<b>\$ 11,961.01</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 287,200.45</b>	<b>\$ -</b>	<b>\$ 287,200.45</b>	<b>\$ -</b>

**Laurel Road  
Community Development District**

Review and Consideration of Revised  
Preliminary Budget for Fiscal Year 2025

**Laurel Road CDD**  
**FY 2025 Proposed O&M Budget**

	Actual Through 04/30/2024	Anticipated 05/2024 - 09/2024	Anticipated FY 2024 Total	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 315,751.10	\$ -	\$ 315,751.10	\$ 315,276.88	\$ 399,420.99
Off-Roll Assessments	54,728.64	-	54,728.64	54,730.39	242,330.68
Developer Contributions	-	-	-	-	500.00
Other Income & Financing Sources	-	-	-	-	-
Carryforward Cash	-	-	-	-	50,000.00
<b>Net Revenues</b>	<b>\$ 370,479.74</b>	<b>\$ -</b>	<b>\$ 370,479.74</b>	<b>\$ 370,007.27</b>	<b>\$ 692,251.67</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 7,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Public Officials' Liability Insurance	2,604.00	-	2,604.00	3,000.00	2,995.00
Trustee Services	4,260.40	-	4,260.40	4,000.00	4,000.00
Management	30,800.00	22,000.00	52,800.00	52,800.00	52,800.00
Field Management	-	-	-	-	12,500.00
Engineering	-	6,250.00	6,250.00	15,000.00	12,500.00
Disclosure	500.00	500.00	1,000.00	1,000.00	1,000.00
District Counsel	2,997.00	2,140.71	5,137.71	25,000.00	20,000.00
Assessment Administration	5,500.00	-	5,500.00	5,500.00	5,500.00
Reamortization Schedules	-	125.00	125.00	125.00	125.00
Audit	5,500.00	-	5,500.00	6,500.00	5,600.00
Arbitrage	-	500.00	500.00	500.00	500.00
Telephone	-	-	-	200.00	700.00
Postage & Shipping	16.48	11.77	28.25	500.00	500.00
Legal Advertising	1,950.25	1,393.04	3,343.29	8,000.00	8,000.00
Miscellaneous	12.95	587.05	600.00	600.00	600.00
Office Supplies	-	-	-	530.00	500.00
Web Site Maintenance	1,650.00	1,350.00	3,000.00	3,000.00	3,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Maintenance Staff	-	-	-	20,000.00	20,000.00
Lifestyle Staff	-	66,519.00	66,519.00	20,000.00	50,000.00
Resident Services	-	11,325.00	11,325.00	10,000.00	10,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 62,966.08</b>	<b>\$ 117,701.57</b>	<b>\$ 180,667.65</b>	<b>\$ 188,430.00</b>	<b>\$ 222,995.00</b>

**Laurel Road CDD**  
**FY 2025 Proposed O&M Budget**

	Actual Through 04/30/2024	Anticipated 05/2024 - 09/2024	Anticipated FY 2024 Total	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b><u>Field Expenses (Inside the Gate: SF)</u></b>					
Electric	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 7,500.00
Water Reclaimed	-	-	-	5,000.00	3,750.00
Equipment Rental	-	-	-	6,000.00	2,500.00
General Insurance	3,182.00	-	3,182.00	5,952.00	2,745.00
Property & Casualty Insurance	-	-	-	5,100.00	-
Irrigation - Repair and Maintenance	-	-	-	200.00	15,000.00
Lake Maintenance	12,215.00	8,725.00	20,940.00	18,000.00	15,705.00
Landscaping Maintenance & Material	-	-	-	25,000.00	80,000.00
Landscape Improvements	-	-	-	2,500.00	15,000.00
Wetland Mitigation	-	-	-	-	5,000.00
Contingency	-	-	-	10,000.00	10,000.00
Capital Expenditures	-	-	-	-	7,500.00
Gate Maintenance	-	-	-	1,000.00	5,000.00
Street Sweeping	5,177.50	3,698.21	8,875.71	15,000.00	12,000.00
Lighting	-	-	-	200.00	200.00
Streetlights - Leasing	11,699.72	8,356.94	20,056.66	35,000.00	30,240.00
Bike Share Maintenance	-	-	-	2,500.00	2,500.00
<b>Total Field Expenses (Inside the Gate; Only SF)</b>	<b>\$ 32,274.22</b>	<b>\$ 20,780.15</b>	<b>\$ 53,054.37</b>	<b>\$ 134,952.00</b>	<b>\$ 214,640.00</b>
<b><u>Field Expenses (Outside the Gate: MF)</u></b>					
Electric	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Water Reclaimed	-	-	-	-	1,250.00
General Insurance	-	-	-	-	915.00
Irrigation - Repair and Maintenance	-	-	-	-	5,000.00
Lake Maintenance	-	-	-	-	5,235.00
Landscaping Maintenance & Material	-	-	-	-	26,666.67
Landscape Improvements	-	-	-	-	5,000.00
Capital Expenditures	-	-	-	-	2,500.00
Streetlights - Leasing	-	-	-	-	10,080.00
<b>Total Field Expenses (Outside the Gate; SF &amp; MF)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,146.67</b>



**Laurel Road CDD**  
**FY 2025 Proposed O&M Budget**

	Actual Through 04/30/2024	Anticipated 05/2024 - 09/2024	Anticipated FY 2024 Total	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b><u>Vistera - Amenity</u></b>					
Clubhouse Electric	\$ -	\$ -	\$ -	\$ 3,750.00	\$ 10,000.00
Clubhouse Water	-	-	-	5,000.00	15,000.00
Amenity - Telephone	-	-	-	62.50	8,760.00
Amenity - Cable TV / Internet / Wi-Fi	-	-	-	3,250.00	13,000.00
Amenity - Landscape Maintenance	-	-	-	12,500.00	20,000.00
Amenity - Irrigation Repairs	-	-	-	5,000.00	10,000.00
Amenity - Pool Maintenance	-	-	-	2,700.00	21,285.00
Amenity - Pool Equipment	-	-	-	375.00	1,000.00
Amenity - Exterior Cleaning	-	-	-	3,750.00	-
Amenity - Interior Cleaning	-	-	-	5,000.00	-
Amenity - Cleaning	-	-	-	-	15,000.00
Amenity - Pest Control	-	-	-	250.00	2,500.00
Amenity - Fitness Equipment Leasing	-	-	-	2,385.00	29,000.00
Amenity - Security Monitoring	-	-	-	2,602.77	10,400.00
Amenity - Office Equipment Leasing	-	-	-	-	12,000.00
Capital outlay	-	-	-	-	25,000.00
Miscellaneous	-	-	-	-	1,025.00
A/C Maintenance and Equipment	-	-	-	-	1,500.00
<b>Total Vistera - Amenity Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,625.27</b>	<b>\$ 195,470.00</b>
<b>Total Expenses</b>	<b>\$ 95,240.30</b>	<b>\$ 138,481.72</b>	<b>\$ 233,722.02</b>	<b>\$ 370,007.27</b>	<b>\$ 692,251.67</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$ 11,961.01	\$ 6,120.00	\$ 18,081.01	\$ -	\$ -
<b>Total Other Revenues (Expenses)</b>	<b>\$ 11,961.01</b>	<b>\$ 6,120.00</b>	<b>\$ 18,081.01</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 287,200.45</b>	<b>\$ (132,361.72)</b>	<b>\$ 154,838.73</b>	<b>\$ -</b>	<b>\$ -</b>

Laurel Road CDD  
Proposed FY 2025 Debt Service Budget

	Series 2021A-1	Series 2021A-2
<b>REVENUES:</b>		
Special Assessments	\$ 852,963.75	\$ 367,500.00
<b>TOTAL REVENUES</b>	<b><u>\$ 852,963.75</u></b>	<b><u>\$ 367,500.00</u></b>
<b>EXPENDITURES:</b>		
Interest 11/01/2024	\$ 202,071.25	\$ 122,500.00
Interest 05/01/2025	202,071.25	122,500.00
Principal 05/01/2025	250,000.00	-
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 654,142.50</u></b>	<b><u>\$ 245,000.00</u></b>
<b>EXCESS REVENUES</b>	<b><u>\$ 198,821.25</u></b>	<b><u>\$ 122,500.00</u></b>
Interest 11/01/2025	\$ 198,821.25	\$ 122,500.00



Laurel Road Community Development District  
 FY 2025  
 Proposed Assessment Schedule

<u>Unit Type</u>	<u>O&amp;M*</u> <u>Assessment</u> <u>(Gross)</u>	<u>Debt</u> <u>Assessment</u> <u>(Gross)</u>	<u>Total (Gross)</u>
<b>Phase 1</b>			
SF 40'	815.99	1,633.48	\$ 2,449.47
SF 45'	917.99	1,837.66	\$ 2,755.65
SF 50'	1,019.99	2,041.85	\$ 3,061.84
SF 57'	1,162.79	2,327.70	\$ 3,490.49
Paired Villas (36' - 39')	764.99	1,531.38	\$ 2,296.37
Assisted Living	306.00	-	\$ 306.00
<b>Phase 1 &amp; 2</b>			
Multi-Family	117.81	-	\$ 117.81
<b>Phase 2</b>			
SF 50'	1,088.72	-	\$ 1,088.72
SF 57'	1,241.14	-	\$ 1,241.14
Assisted Living	326.62	-	\$ 326.62

**Laurel Road  
Community Development District**

Review and Consideration of Forsberg  
Construction, Inc Proposal for Phase 1B  
Amenity Non-Entry Roof Drains

# PROPOSAL

TO: LAUREL ROAD CDD  
 ATTN: ANDY RICHARDSON  
 5800 LAKEWOOD RANCH BLVD  
 SARASOTA, FL 34240

DATE: 20-MAY-24



SITework                      ROADs                      UTILITIES  
 645 CHARLOTTE STREET PUNTA GORDA, FL 33950  
 PHONE: (941) 637-8500      FAX: (941) 639-1073  
 STATE LIC. # CU CO 055716

PROJECT: VISTERA  
 JOB NO. 24-01B

## VISCDDP1 - Amenity Non-Entry

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	LS	FURNISH AND INSTALL ROOF DRAINS IN ACCORDANCE WITH PLAN	\$ 61,994.00	\$ 61,994.00
		WORK PERFORMED APRIL 3, 4, 8, 9. & 10		
FORSBERG CONSTRUCTION, INC.			SUBTOTAL	\$ 61,994.00
 GREGG V. MARSH, V.P.		5/20/2024	TAX (7%)	N/A
		DATE	TOTAL	\$ 61,994.00

**Laurel Road  
Community Development District**

Review and Consideration of SignPro Studios  
Proposal for Vistera Entry Features Signage and  
Striping

5/24/24

**VISCDDP1 - Signage/Striping**

To: Laurel Road CDD  
 5824 Lakewood Ranch Blvd.  
 Sarasota, FL 34240  
 Att: Tom Panaseny

**Desc: Vistera Entry Features**

A: Laurel Rd, Entry - 12' x 8' x 30"  
 -Illuminated sign structure – Double Sided.  
 -Vistera is reverse lit channel letters on aluminum cabinet.  
 -Logo is an illuminated cabinet with digital direct print on white acrylic.  
 -vertical grid pattern is to be routed aluminum with LED uplighting and a white acrylic inner liner for evenly distributing the light upward.  
 -Base unit and vertical column are all aluminum / sand textured and will be welded to 2 VERTICAL 4" steel posts that will be fixed in ground with a cylindrical footer. Base cabinet affixes to 42" x 96"x6" cement Pad/Footer. By Others.

Price:	\$27,950.00
Sales Tax:	\$ 1,957.00
Installation:	<u>\$ 4,750.00</u>
<b>TOTAL:</b>	<b>\$34,657.00</b>

B: Border Rd.Entry - 9' x 6' x 24" -Illuminated sign structure – Double Sided.  
**-Same specifications as option A. Footer/Pad-Steel Post Height Reduced.**

Price:	\$18,950.00
Sales Tax:	\$ 1,327.00
Installation:	<u>\$ 3,750.00</u>
<b>TOTAL:</b>	<b>\$24,027.00</b>

C: Gate Area Version – 9' x 6' x 24" -Illuminated sign structure – Single Sided  
**-Same specifications as option A. Footer/Pad-Steel Post Height Reduced.**

Price:	\$15,750.00
Sales Tax:	\$ 1,102.00
Installation:	<u>\$ 3,750.00</u>
<b>TOTAL:</b>	<b>\$20,602.00</b>

<b>TOTAL COST FOR 3 MONUMENTS</b>	<b>\$79,286.00</b>
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TERMS: 50% Deposit and Balance Net 30.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted By:  \_\_\_\_\_ Date: 5/24/24  
 Tom Bowers Pres. / Creative Director

**Laurel Road  
Community Development District**

Review and Consideration of Pre-Qualifying  
Contractors for the District Construction Projects





650 SECOND AVENUE SOUTH  
ST. PETERSBURG, FLORIDA 33701

TEL 727-895-7500  
WWW.CRSBUILDINGCORP.COM

GENERAL CONTRACTOR CGC010350

May 29, 2024

Laurel Road CDD  
% Tom Panaseny  
5824 Lakewood Ranch Blvd.  
Sarasota, FL 34240

Re: Visterra Blvd. Hardscapes Construction Proposal

Dear Tom:

Thank you for the opportunity to provide you with a proposal for the Hardscapes at the above-mentioned Community. We propose to furnish all necessary labor, materials, tools, and equipment, together with all other items of cost, including insurance, taxes and supervision for the General Construction for the stipulated Lump Sum Total of Three Hundred Twenty One Thousand Six Hundred Thirteen and No/100 Dollars (**\$321,613.00**). Below for your use is an outline of the scope of work included:

#### Laurel Road Entry

- 1) New 60A Electrical Service (Allowance of 100 LF to source) and hookup of Proposed Entry Sign.

#### Visterra Blvd. Gated Entry

- 1) Construct 2 Towers as per Drawings prepared by LRK, dated 09/29/24 consisting of 14 Sheets
- 2) Gated Entrance consisting of 1 Entry - Double Vehicular Gate & 1 Entry -Single Gate, 1 Exit-Double Gate all with Custom Logo Design in upper portion of Gate.
- 3) ±140 LF of 6' Aluminum Picket Fencing & 2 Matching Pedestrian Gates.
- 4) Remove existing Asphalt and Base at Paver designated location. Install (4) Ribbon Curbs, 12" x 12" 4,000 psi Concrete with Rebar, new 8" Crushed Concrete Base and Vehicular Pavers ±2,100 SF.
- 5) New 100A Electrical Service (Allowance of 100 LF to source)
- 6) Electrical Service and Lighting at Towers and Circuits/Hookup to Gates

#### Border Road Entry

- 1) Gated Entrance consisting of 1 Entry-Double Vehicular Gate and 1 Exit-Double Gate all with Custom Logo Design in upper portion of Gate.
- 2) ±35 LF of 6' Aluminum Picket Fencing & 1 Matching Pedestrian Gate.
- 3) Remove existing Asphalt and Base at Paver designated location. Install (4) Ribbon Curbs, 12" x 12" 4,000 psi Concrete with Rebar, new 8" Crushed Concrete Base and Vehicular Pavers ±900 SF.
- 4) New 100A Electrical Service (Allowance of 150 LF to source)
- 5) Electrical Circuits and Hookup to Proposed Signage and Gates

**Proposal (Continued): Visterra Blvd. Hardscapes Construction Proposal**

**Page 2 of 2**

**May 29, 2024**

**Clarifications:**

- 1) Vehicular Pavers can be selected from Tremron’s Mega Old Towne or Stonehurst Line or 4x8 Pavers
- 2) Vehicular Gates are Aluminum Powder Coated with Custom Design insert and Steel Posts
- 3) The “Projected Stucco Base” substrate is 28” tall which is a Foam Build-Out like Amenity
- 4) Roofing Material is the same Black Color Flat Cement Tile as the Amenity
- 5) Paver Areas will be completed in 2 Phases; Phase 1 will be closing off one direction/lane and diverting traffic to the other lane until Concrete is cured. Phase 2 will be the opposite.

**Items Not Included:**

- 1) Silt Fence/BMP/Inlet Protection, Tree Protection
- 2) Fill, Grading and Excavation Prior to this contractor’s mobilization, it is assumed that the site contractor will have the site appropriately filled and or graded to ± 1/10’ in order to have a “balanced” site, this proposal does not include any fill hauled in or removed from the site
- 3) Building Pad Ready
- 4) Construction Survey/Staking & Testing
- 5) Vehicular Gates Access Control including Loops, does include the Low Voltage Conduit
- 6) Assumes Sleeving under Roadway for Electrical is installed
- 7) Landscaping/Irrigation and or Removal/Remediation of Existing Landscaping/Irrigation in work areas
- 8) Electrical Step-down Transformers or Special Equipment for Power to Towers, Signage and Gates
- 9) Site or Landscape Lighting
- 10) Laurel Road Pavers, Flush Curbs and new 8” Base including Removal of existing Asphalt & Base
- 11) Signage and Associated Structures
- 12) Walls, Monuments, Sidewalks and any other items not mentioned as including
- 13) Bond

CRS Building Corporation looks forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
CRS Building Corporation



Craig R. Sas, President

Acceptance of Proposal/Agreement

Accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Owner’s Name

By:

\_\_\_\_\_  
Signature

**Laurel Road  
Community Development District**

Review and Consideration of Proposal for  
Professional Engineering Services for Vistera  
Ph. 2



May 20, 2024

Mr. Thomas Panaseney  
Vice President of Land Development  
Vistera Associates, LLC  
5824 Lakewood Ranch Boulevard  
Sarasota, FL 34240

**RE: Proposal for Professional Engineering Services for Vistera Phase 2,  
City of Venice, Sarasota County, FL**

Dear Mr. Panaseney:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to provide this agreement to Vistera Associates, LLC ("Client") for professional engineering services related to the subject Project. Our Project understanding, scope of services, and fees are described below.

**Project Understanding**

1. The property site is approximately 51± acres in size and is Phase 2 of the existing Vistera development. The site is located northwest of the intersection of Vistera Boulevard and Border Road, within the City of Venice, FL.
2. The property site is zoned Planned Unit Development (PUD), and it is anticipated that the site is entitled for the proposed development.
3. The proposed Project consists of between 200-250 single family residential units in accordance with the attached concept plan (Exhibit A – Future Phase) provided by the Client. It is anticipated that the Project will be designed and permitted in a single phase.
4. The Project will be served by central water and reclaim provided by the City of Venice. It is assumed that potable water and reclaim access will be available within Phase 1 of the Project. It is assumed that adequate capacity and pressure to serve the Project is available in the existing water system.
5. The Project will require a lift station to be designed to City of Venice standards. It is understood that a portion of the force main serving Phase 2 has been installed, and will be the connection point for the proposed lift station.
6. It is assumed that there are no offsite improvements required for this Project.
7. The proposal assumes that the environmental report provided by the Client is sufficient for permitting of the Project.
8. The proposal assumes that the transportation analysis prepared for Phase 1 of the project is sufficient for the permitting of the Project.
9. Coordination with wire utility companies is by the Client.

10. The Owner or the Client is responsible for coordinating construction bidding of the Project. Kimley-Horn is responsible for supplying a PDF to the Client to produce necessary bid sets, answering reasonable requests for information, and issuing addenda during bidding related to the site development.
11. Completion and submittal of National Pollutant Discharge Elimination System (NPDES) permit and monitoring reports is not included in this scope of service and is the contractor's responsibility.
12. The Client will contract separately for environmental, geotechnical, transportation and surveying services. Kimley-Horn will coordinate with the Client's consultant team to monitor progress and facilitate collaboration and communication amongst the team.
13. It is assumed that the mass grading permit on the property addressed the stormwater management for Phase 2; this proposal will include review of the approved stormwater management report prepared by others, but no design is assumed.
14. It is assumed that there is no Amenity Center within this phase of development.
15. Contractor's surveyor will be responsible for providing record drawings and GIS information for City of Venice utility certification.

**Scope of Services****TASK 1.0 - CIVIL ENGINEERING DESIGN SERVICES**

Based on the concept plan provided, Kimley-Horn will perform design services in support of the preparation of Site and Development/Civil Construction/Environmental Resource Plans for the improvements serving the Project.

Kimley-Horn will review the stormwater management system design prepared for the overall site for impervious acreages, floodplain, and infrastructure sizes associated with Phase 2 of development. Should the stormwater management plan require revisions due to pipe size or basin changes, this will be included as an additional service.

Kimley-Horn will review the existing wastewater design and calculations for Phase 1 of the Project and identify existing connections for the on-site wastewater collection system. It is anticipated that the system will consist of a lift station, designed to City of Venice standards, a gravity collection system, and force main servicing Phase 2 of development. It is assumed no off-site wastewater system are needed for the Project and as such, services associated with design and permitting of additional off-site improvements are not included with this agreement.

Kimley-Horn will review the existing potable water design and calculations and prepare the design for the Phase 2 on-site water distribution system. The potable water distribution will be designed to accommodate the potable and fire flow demands. It is assumed no off-site water system improvements are needed, as such services associated with design and permitting of additional off-site improvements are not included with this agreement.

## TASK 2.0 – CONSTRUCTION DOCUMENTS

Based on the services described in Task 1.0, Kimley-Horn will provide the following Construction Documents (CD). No off-site improvements are proposed or included in this Scope:

### Cover Sheet

This sheet will contain all relevant Project/contact information, as well as general notes and legends.

### Existing Conditions Plan

Including the boundary, topographic, and tree survey. (By others)

### Demolition Plan

This sheet will include and identify the required demolition of the existing items to be cleared, demolished and/or removed prior to construction of the proposed site and facilities improvements.

### Site Plan

Kimley-Horn shall prepare a Site Plan, as indicated above, with associated parking and infrastructure. Site Plan shall include the following: site geometry, building setbacks; roadway and parking dimensions including handicap spaces; landscape island locations and dimensions; storm water facility locations and dimensions; boundary dimensions; loading area dimensions; dimensions and locations of pedestrian walks; signing and marking design including directional signage; traffic signage, pavement marking including stop bars; directional arrows; parking striping and specifications.

### Paving, Grading and Drainage Plan

Kimley-Horn shall prepare a plan for the site paving, grading and drainage systems to include: stormwater management design in accordance with the City of Venice and the Southwest Florida Water Management District (SWFWMD); flood routing; pipe materials and sizing; grate and invert elevations; surface parking including pavement structural section; subgrade treatment; curbs; horizontal control; sidewalks; driveway connections; spot elevations; demolition; interfacing from paved surfaces to buildings; and construction details and specifications, and includes erosion and sedimentation control measures.

### Utility Plans

Kimley-Horn shall prepare a plan for the site water distribution, reclaim and sanitary sewer collection systems including: sewer main locations; pipe sizing; manhole locations; rim and invert elevations; sewer lateral locations and size; existing sewer main connection; lift station plan and details; main location; materials and sizing; fire hydrant locations; water service locations; fire service locations and sizes; pipe materials; meter locations; sample points; existing water main connections; and construction details and specifications.

Kimley-Horn has assumed utilities are available at Project boundaries and will not require off-site utility extensions.

Kimley-Horn shall show any existing utility locations on the utility plans as provided by the surveyor, and research applicable utility records for locations in accordance with best available information.

#### Civil Details and Construction Specifications

Kimley-Horn shall prepare construction details for site work improvements and erosion and sediment control measures. Typically, these details will correspond with City of Venice standard details.

#### TASK 3.0 – PERMITTING

Upon completion of the design and Construction Documents, Kimley-Horn will prepare and submit on the Owner's behalf all required permitting packages for review/approval of construction documents, and attend meetings required to obtain the following Agency approvals:

Kimley-Horn will prepare and submit one (1) permit application to each of the following agencies:

- City of Venice
  - Kimley-Horn will prepare a Site and Development Plan Review Application.
  - Kimley-Horn will prepare a Concurrency Determination Application.
  - Kimley-Horn will prepare a Stormwater Management Methodology for submittal to the City of Venice Engineering Department.
  - Kimley-Horn will prepare a Construction Plan Permit Application.
  - Kimley-Horn will submit application, plans, calculations, and other supporting documents to the City of Venice for review with the corresponding application.
  - Prepare addressing plan and submit to City of Venice addressing coordinator.
  - Kimley-Horn will prepare a Site Prep Permit Application.
  - Includes one (1) meeting with four (4) reviewers.
  - Kimley-Horn will respond to reasonable requests for additional information.
- Southwest Florida Water Management District (SWFWMD)
  - Kimley-Horn will prepare an application for a Minor Modification of the existing SWFWMD Environmental Resource Permit (ERP).
  - Kimley-Horn will submit applications, plans, drainage calculations and other supporting documents to SWFWMD for review. Client's environmental consultant will provide required environmental components.
  - Kimley-Horn will attend one (1) meeting with the SWFWMD to discuss requests for additional information.
  - Kimley-Horn will respond to reasonable requests for additional information.
- Water and Sewer Permits

- Kimley-Horn will prepare a Florida Department of Health (FDOH) permit application for the water distribution system.
- Kimley-Horn will prepare a Florida Department of Environmental Protection (FDEP) application for the sewage collection system.
- Kimley-Horn will submit applications, construction plans, and utility system analysis reports to City of Venice Utility Department for review and forwarding to FDEP for subsequent review and permit applications.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

#### TASK 4.0 – COORDINATION OF PLAT SUBMITTALS

Kimley-Horn will prepare and process plat submittal to City of Venice.

##### 4.1 Preliminary Plat Submittal

Kimley-Horn will coordinate with the Client, Attorney, and Surveyor for submittal of the Preliminary Plat per the City of Venice Preliminary Plat checklist.

##### 4.2 Final Plat Submittal

Kimley-Horn will coordinate with the Client, Attorney, and Surveyor for submittal of the Final Plat per the City of Venice Final Plat checklist.

#### TASK 5.0 – CONSTRUCTION PHASE SERVICES

The construction phase services indicated below are for the improvements associated with the Project and will consist of onsite roadway, water, wastewater, stormwater and associated improvements for certification to the City of Venice, SWFWMD and FDEP.

Kimley-Horn will provide professional construction phase services for the purpose of providing assistance to Client during construction. It is assumed that the Project will be constructed in one (1) phase and have an active duration of construction of twelve (12) months. It is also assumed that there will be 1 (one) certification for the water system and 1 (one) certification for the wastewater systems to the City of Venice and FDEP. The site will be certified in a single phase. Should construction continue past the anticipated days in this agreement, field visits and meetings will continue to be invoiced on an hourly basis consistent with the current rate schedule in effect at the time of services. Should more certifications, than are anticipated in this agreement, they can be performed as an additional service. Should construction continue past the anticipated days in this agreement, field visits and meetings will continue to be invoiced on an hourly basis consistent with the current rate schedule in effect at the time of services. These services are as follows:

- 5.1 Construction Document Preparation and Contractor Notification. Kimley-Horn will prepare and assemble construction bidding documents, including specifications for the subject Work and the



construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2018 edition) prepared by the Engineers Joint Contract Documents Committee. Additionally, Kimley-Horn will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. We will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation. If requested by the Client, Kimley-Horn will notify the Contractor selected to begin work.

- 5.2 Provide wire utility companies with AutoCAD files to facilitate their design. This scope assumes that the Client will request that Kimley-Horn attend meetings and provide follow-up services with the providers relative to their design. Kimley-Horn will add crossing information to the plans for contractor's use in installing utility crossings.
- 5.3 Kimley-Horn will prepare the City of Venice Site Prep Permit and process towards approval. We will provide supporting graphics to the Client's Environmental Consultant for his site visit with the County.
- 5.4 Visits to Site and Observation of Construction. Provide on-site construction observation services during the construction phase of the subject Project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules.

Make visits to the Site at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn shall keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's visits to the site will be to enable Kimley-Horn to better carry out the duties and responsibilities assigned in this Agreement to Kimley-Horn during the construction phase by Client, and, in addition, by the exercise of Kimley-Horn's efforts, to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 5.5 Recommendations with Respect to Defective Work. Recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 5.6 Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to Contractor as reasonably requested. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
- 5.7 Change Orders. Recommend Change Orders to Client, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 5.8 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to accuracy or completeness of details or construction means or methods. Kimley-Horn is not responsible for any deviations from the Contract Documents not brought to Kimley-Horn's attention in writing by the Contractor. Any additional reviews will be considered an additional service.
- 5.9 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 5.10 Inspections and Tests. Require such special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.
- 5.11 Disagreements between Client and Contractor. As necessary, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 5.12 Applications for Payment. Based on Kimley-Horn's observations and on review of applications for payment and accompanying supporting documentation:
- Determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge,

information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is Kimley-Horn's responsibility to so determine. In the case of unit price work, Kimley-Horn's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- 5.13 Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn shall notify Client and Contractor.
- 5.14 Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief and based on the extent of the services provided by Kimley-Horn under this Agreement and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or

furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

#### TASK 6.0 - TEAM MEETINGS

This Task consists of team and staff meetings as requested by the Client and presentations before the City of Venice not specifically included above. Meetings include public hearings, team, and agency meetings.

#### TASK 7.0 – MISCELLANEOUS SERVICES

This Task consists of additional items that can be completed on an hourly basis:

- Prepare a graphic illustrating the Project including lotting area, roadways, lakes, wetlands and similar features.
- Conceptual layouts to determine lot mix for development
- Preparation of lot fits/matrix utilizing Client provided building envelopes.
- Preparation of dirt analysis.
- Review lot grading as-builts for lot turnover to builder.
- Prepare development turnover book.
- Schedule updates based on Client request.
- Other miscellaneous services that Client may request. Before beginning any miscellaneous Task besides those listed above, Kimley-Horn will provide the Client with a budget for that specific Task and then bill against the budgeted fee under Miscellaneous Services. Each monthly invoice will provide a total spent on miscellaneous Tasks with a description of the Task worked on. Once the budgeted amount for Miscellaneous Services is exhausted, then any Miscellaneous Service requested by the Client will be charged as an additional service.

#### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement.

1. Payments of plan review or permit application fees.
2. Surveying services.
4. Geotechnical services.
5. Archeological services.

#### **Additional Services**

Any services not specifically provided for in the above Scope of Services will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Code Minimum and Enhanced Landscape Services
2. Transportation Services
3. Environmental Services
4. Permit modifications due to Client requested revisions.
5. Additional analyses or modifications to documents due to Client requested plan revisions.
6. Design of off-site utilities, other than water and sewer mains to serve the Project.
7. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
8. Services that may be necessary due to additional scrutiny of calculations and plans by regulatory agencies due to challenges of permits.
9. Project logos, graphic design and marketing packaging.
10. SWFWMD Water Use Permit (WUP), if required.
11. Document preparation in support of sales and/or marketing exhibits.
12. Permitting of amenity, hardscape and gate location after Construction Plan submittal.
13. Sub-phasing of Project requiring additional certification processes.
14. U.S. Army Corps of Engineers (ACOE) permit applications services, if required.
15. Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR)

These services, if requested, can be performed with written authorization under Task 7.0 – Miscellaneous services.

### **Information Provided by Client**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the Project, including but not limited to the following:

- Copies of all available information pertinent to services for the Project.
- Plan review and permit application fees.
- Signatures on required applications.
- Copy of current deed(s).
- Survey and Legal Description.

**Fee and Expenses**

Kimley-Horn will provide the Services in Tasks 1.0 - 4.0 for the total lump sum fees outlined in the table below. Tasks 5.0 - 7.0 will be provided on an hourly basis, using our hourly rates in effect at the time services are provided. In addition, other direct reimbursable expenses such as express delivery services, fees, mileage, and other direct expenses will be billed at 1.15 times cost. Kimley-Horn will keep the Client apprised of the budget status on hourly Tasks with monthly invoices so that appropriate decisions can be made by the Client with regard to scope, schedule, and budget. All permitting, application, and similar Project fees will be paid directly by the Client.

1.0	CIVIL ENGINEERING DESIGN SERVICES	\$ 40,000
2.0	CONSTRUCTION DOCUMENTS	\$ 70,000
3.0	PERMITTING	\$ 45,000
4.0	COORDINATION OF PLAT SUBMITTALS	\$ 15,000
5.0	CONSTRUCTION PHASE SERVICES	HOURLY
6.0	TEAM MEETINGS	HOURLY
7.0	MISCELLANEOUS SERVICES	HOURLY
	REIMBURSABLE EXPENSES	\$ 10,000 (Est.)

Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. For this Project, direct reimbursable expenses are estimated to be \$10,000.

Fees and expenses will be invoiced monthly based, as applicable, upon the overall percentage of lump sum services performed and/or amount of effort expended, and expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Vistera Associates, LLC.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your Projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your Project.

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Ryan R. Hoppe, P.E.  
Project Manager



William E. Conerly, P.E.  
Vice President

RRH/wEC (G:\Marketing\Propose\Neal Communities\Vistera\Phase 2\AGR\_20230726\_TPanaseny\_VisteraPh2\_RRH.docx)

Attachment(s) – Negotiated Provisions

Agreed to this day \_\_\_\_ of \_\_\_\_\_, 2024.

**VISTERA ASSOCIATES, LLC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Please Type/Print Name and Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Please Type/Print Name and Title

EXHIBIT A



LEGEND

-  Neal Communities 57'
-  M/I Homes 50'
-  David Weekley Homes 45' Rear Garages
-  David Weekley Homes 40'
-  Neal Communities Paired Villas
-  Visterra Boundary
-  Model Homes



**KIMLEY-HORN AND ASSOCIATES, INC.**

**NEAL COMMUNITIES, INC. NEGOTIATED PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the Project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the Project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the Project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this Project or on any other Project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code

developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of

income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and

responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to Project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

NEAL\_COMM\_NEGOTIATED\_PROVISIONS\_062911

**Laurel Road  
Community Development District**

Staff Reports

**DESIGNATIONS BY SECRETARY RELATED TO PUBLIC RECORDS**

I, VIVIAN CARVALHO, as Secretary of the Laurel Road Community Development District ("District") Board of Supervisors, hereby make the following designation and/or appointment:

VIVIAN CARVALHO is designated as a custodian of public records for the District under section 119.011(5), Florida Statutes. Any prior designation of a designee by a Secretary is hereby rescinded.

AND/OR

VIVIAN CARVALHO is appointed as the District's Records Management Liaison Officer under section 257.36(5)(a), Florida Statutes. Any prior appointment of a Records Management Liaison Officer by a Secretary is hereby rescinded.



Printed Name: VIVIAN CARVALHO  
Secretary, District Board of Supervisors

Date: 5/8/24