

Laurel Road Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

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

<https://laurelroadcdd.com/>

The following is the agenda for the Board of Supervisors' Meeting of the **Laurel Road Community Development District** scheduled to be held **Wednesday, November 12, 2025, at 12:30 P.M. at 5800 Lakewood Ranch Blvd, Sarasota, FL 34240.**

Dial-In: 1-844-621-3956 Access Code: 2536 634 0209
<https://pfmccdd.webex.com/join/carvalhov>

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 October 8, 2025, Board of Supervisors' Meeting
2. Advanced Aquatics Proposal for Midge Fly Treatment at Pond 700
3. Geopoint Proposal for Phase 2 Surveys
4. NaturZone Proposal for Bee Treatment at Amenity Center
5. NaturZone Proposal for Millipede Treatment at Amenity Center
6. Fiscal Year 2025 Goals & Objectives Annual Reporting Form
7. Payment Authorization Nos. 115 – 119
8. District Financial Statements *(provided under separate cover)*

Business Matters

- #### **2. Consideration of HVAC Preventative Maintenance Proposals**
- Conditioned Plumbing
 - Tri-County Air

Other Business

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - Next meeting: December 10, 2025
- Field Manager
- Lifestyle Director

Supervisor Requests and Comments

Adjournment



Laurel Road Community Development District

Consent Agenda



Laurel Road Community Development District

**Minutes of October 8, 2025,
Board of Supervisors' Meeting**

MINUTES OF MEETING

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Wednesday, October 8, 2025, 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
Dale Weidemiller	Assistant Secretary
John Leinaweaver	Assistant Secretary

Also present:

Vivian Carvalho	PFM Group Consulting LLC – District Manager	
Amanda Lane	PFM Group Consulting LLC – District Accountant	(via phone)
Kwame Jackson	PFM Group Consulting LLC – ADM	(via phone)
Tom Panaseny	Neal Communities – Developer	(via phone)
Jim Schier	Neal Communities – Developer	
Andy Richardson	Neal Land & Neighborhoods – Developer	(via phone)
John McKay	J.H. McKay, LLC – Consultant	
Sydney Pollock	WTS – Lifestyle Director	(via phone)
Bobbi Claybrooke	AM Engineering – District Engineer	(via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Roll Call

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

Public Comment Period

There were no public comments.

Consent Agenda Items #1 – 7

1. Minutes of September 10, 2025, Board of Supervisors' Meeting

2. Addendum to Landscape Maintenance Agreement with Impact Landscaping
3. Maddtraxx Proposal for Sidewalk Cleanup
4. PFM District Management Fee Decrease Letter
5. Payment Authorization Nos. 112 – 114
6. District Financial Statements

The Board reviewed the consent agenda items.

ON MOTION by Mr. Weidemiller, seconded by Mr. Leinaweaver, with all in favor, the Board ratified the Consent Agenda items 1 – 6.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of HVAC Preventative Maintenance Proposals

- Conditioned Plumbing
- Superior Heating & Cooling
- Tri-County Air

Ms. Carvalho reviewed the proposals for HVAC preventative maintenance at the clubhouse. The recommendation by Jeff Ramer was to approve the Superior Heating and Cooling proposal and retain them for the various services.

There was brief discussion regarding the proposals and scope of services.

It was noted the frequency of maintenance visits was not specified in the Superior Heating and Cooling proposal.

Mr. Richardson noted the units are not that old and should not have consistent maintenance issues.

The Board noted the proposals should all have the same scope of services and requested clarification.

Mr. Weidemiller noted the proposal does include quarterly filter changes.

Mr. Jackson will follow up with Mr. Ramer to obtain the requested information.

This item was tabled.

Consideration of Driggers Proposal for Phase 2 Engineering & Inspection

Mr. Panaseney gave an overview of the proposal and noted this is for Phase 2 of Vistera. It is for the geotechnical testing and engineering requirement in the amount of \$59,990.00.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Driggers Proposal for Phase 2 Engineering and Inspection.

Consideration of AM Engineering Change Order Nos. 1 & 2

Ms. Claybrooke gave an overview of the change orders and the increase in cost. She noted there may be reimbursement for the Laurel Road change order.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the AM Engineering Change Order Nos. 1 and 2.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – Mr. Williams noted there is a forthcoming contract from CNM for Phase 2. Ms. Claybrooke stated Mr. Panaseney is reviewing and it should be ready for the Board at the next meeting. It was noted the contract should be between \$5 million - \$6 million.

ON MOTION by Mr. Weidemiller, seconded by Mr. Leinaweaver, with all in favor, the Board authorized the Chair to execute the CNM agreement, once reviewed by the District Engineer and Neil Land Developers, with a not to exceed amount of \$6.5 million, and final ratification by the Board.

It was noted proposals should correctly state Laurel Road CDD.

District Manager – Ms. Carvalho noted the next Board meeting is scheduled for November 12, 2025. The required annual Ethics Training is due by December 31.

Field Manager – The Board reviewed the bio information of Jeff Ramer, the new field services representative.

Ms. Carvalho requested the Board to provide expectations for reporting to the District for the Field Manager.

Audience Comments and Supervisor Requests

There were no further comments or requests at this time.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Carvalho called for a motion.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board of Supervisors' Meeting for the Laurel Road Community Development District adjourned the meeting at 12:46 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chair



Laurel Road Community Development District

Advanced Aquatics Proposal for Midge Fly Treatment at Pond 700



ADVANCED AQUATIC SERVICES, Inc.
- MIDGE FLY LARVAL APPLICATION PROPOSAL -

October 2, 2025

Visterra O / M

Laurel Road CDD
c/o PFM Consulting Group, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Item Description

Advanced Aquatic shall perform the work in accordance with the following scope of services:

Provide nuisance aquatic insect control services for Midge Fly Larvae in Pond 700 located at **Visterra of Venice**. The total treatment will consist of a four-treatment sequence (scheduled 10-14 days apart).

*We cannot be responsible for flying insects that may enter the area between treatments or from other sites not being treated.

Total \$2,400.00

- 1.) Advanced Aquatic Services, Inc. shall not be responsible for acts beyond its reasonable control, including but not limited to adverse soil and/or water quality, or negligence by others including inappropriate engineering or design.
- 2.) Advanced Aquatic, Services, Inc. shall not be responsible for any hydrologic issues related to the site/property.
- 3.) Pricing is subject to inventory availability.
- 4.) Invoices submitted for work completed shall be paid within 30 days of receipt.
- 5.) Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
- 6.) This proposal shall be valid for 30 days upon receipt.

Signature:  Title: ZHAIR

Print Name: Pete Williams Date: 10/8/25



Construction Services, Inc
T.M.C. of Englewood





Laurel Road Community Development District

Geopoint Proposal for Phase 2 Surveys

VISCDDP2 - Survey

October 17, 2025

Andy Richardson

Nealland

5824 Lakewood Ranch Boulevard

Sarasota, Florida 34240



RE: Visterra, Phase 2 Proposed FM

Dear Mr. Richardson,

Thank you for selecting GeoPoint Surveying, Inc. to provide Survey services for the above referenced project. Our services under this proposal, which will turn into a binding contract upon your signature ("**Contract**"), are as follows:

Scope of Services:

A. Boundary Survey (Specific Purpose Survey), Topographic Survey (NAVD 88) and Specific Purpose Wetland Delineation Survey:

Provide necessary field and office work for Nealland ("**Client**"), to prepare a Boundary Survey for the above referenced project, in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472-027 Florida Statutes.

GeoPoint will provide necessary field and office work to prepare a Topographic Survey for Nealland ("**Client**"), (Approximately 50' grid, or as necessary to define terrain – with a minimum of a 25' overlap – for the above referenced project in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Topographic elevation and planimetric feature data will be collected using RTK GPS, Total Station(s), LiDAR, or a combination thereof. When LiDAR is used, we will employ a Riegl VUX-1LR LiDAR sensor or Riegl VZ-2000i sensor operated from a mobile, aerial, or static platform. LiDAR data will be collected with a minimum point density of 15 points per square meter on a single pass, digital color imagery may/will be collected simultaneously and may be used to colorize the LiDAR point cloud for extraction of feature and improvement locations.

Horizontal accuracy of feature and improvement data locations will be verified with field checks performed using conventional or GPS survey methods and will meet the "Positional

Accuracy Standard for Digital Data" (ASPRS, 2014) Class I projects, with a maximum horizontal RMSE of 1.25% of the map scale factor. GeoPoint will locate visible and accessible utilities; all others will be shown as reported by utility companies, if applicable. Offsite topographic surveying, except for the agreed upon overlap, is not included and is subject to additional fees. This proposal does not include any surveying of those areas within mangroves, wetlands, or other protected areas. Note: The Mapping of Agriculture Crop Rows will be limited to the average elevation between the top and bottom of the crop row at an interval determined by the surveyor, and that individual mapping of each and every crop row is NOT INCLUDED.

Elevation data will be obtained by extracting bare earth returns from the LiDAR point cloud. Breaklines will be applied at appropriate locations and a digital surface model will be constructed from elevation points meeting the "Positional Accuracy Standard for Digital Data" (ASPRS, 2014) Vertical Data Accuracy Class II projects, with a maximum RMSE of 0.10' in non-vegetated terrain. The vertical accuracy of spot elevations in non-vegetated areas at the 95% confidence level will be 0.16' or less and the vertical accuracy of vegetated areas at the 95% confidence level will be 0.25' or less. Any areas (not to exceed 10% of the total project area) for which the collected LiDAR data fails to meet the stated accuracy standards, or in which surface features are not readily identifiable, will be delineated on the survey and noted as "interpolated" or "estimated" in accordance with F.A.C. 5J-17.052(12)(b)(2), or other surveying methods may/will be used to obtain better accuracies within these areas.

The final deliverables will be presented as topographic maps with elevation contours at 1' intervals and will be tested to verify 0.25' (or better) horizontal accuracy at the 95% confidence level and compiled to meet requirements for 1' interval contours (0.60', or better vertical accuracy at the 95% confidence level), all in accordance with the National Standard for Spatial Data Accuracy (NSSDA) as published by the Federal Geodetic Data Committee (1998).

Provide necessary field and office work to prepare a specific purpose wetland delineation survey for Nealland ("**Client**"), of those limits and locations established by the client or client's environmental subconsultant, in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472-027 Florida Statutes.

FEE Schedule:

Task	Task Description	Fee Type	Amount
A	Boundary Survey (Specific Purpose Survey), Topographic Survey (NAVD 88) and Specific Purpose Wetland Delineation Survey	Lump Sum	\$4,500

If the foregoing and the Terms and Conditions of the Contract in **Attachment "A"**, meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

GeoPoint Surveying, Inc.

Accepted By: Nealland

By: 

(Authorized Signature)

Charles M. Arnett, P.S.M.
Project Manger

(Print Name and Title)

By: 

(Authorized Signature)

Date: 10/21/25

Pete Williams C/Air

(Print Name and Title)

File Name: J:\Vistera\Contracts\Nealland\Ph 2 proposed FM bndtopowetland jh.CMA 10.08.2025

Attachment "A"

Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A"

Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.



Laurel Road Community Development District

NaturZone Proposal for Bee Treatment at Amenity Center



Agreement for One-Time Pest Service

Client Name:	Laurel Road CDD - Vistera Club			
Covered Address(es):	321 Vistera Blvd Nokomis , FL 34275-3920			
Billing Address:	# 109446			
Office Phone:		Cell Phone:	352-602-4803	Fax:
Contact Name:		Email:	jhamill@triadassocmgmt.com	
Scope of Service				
NaturZone Pest Control will provide a one-time service as outlined below				
Covered Pest:	Bees			
Covered Area:	entire club house and pool area			
Description of Services:	Knock down bee activity			
Special Instructions:				
Other:				
Service Guarantee				
Must check one. If all unchecked there is no retreatment warranty.				
☐ None ☐ Retreatment for sighting of live covered pest for 30 days in covered areas at no additional charge ☐ Retreatment for sighting of live covered pest for 60 days in covered areas at no additional charge ☐ Includes 1 year warranty on the areas excluded. 1 Year warranty is renewable with payment of renewal fee below. Warranty will be void if exclusion work is removed for any reason (usually the result of re-roofing)				
Compensation Due at Time of Service		\$ 185.00	Renewal Fee:	
All fees are due at time of service and do not include applicable taxes. The Client acknowledges that unless otherwise specified in this agreement that NaturZone retains ownership of all installed equipment, including but not limited to bait stations and insect light traps.				
NaturZone Pest Control Representative:		Eliot Niceswanger	Date:	10/06/2025
Authorized Client Signature:			Date:	10/17/25
Print Name:		Pete Williams		

Internal Use Only

LS CO - Call TL N LB N
IT 75 RT FT





Laurel Road Community Development District

**NaturZone Proposal for Millipede Treatment
at Amenity Center**

Service Agreement

Location Name:	Laurel Road CDD - Visterra Club			
Covered Address(s):	321 Visterra Blvd Nokomis , FL 34275-3920			
Location Contact:		Phone:		Email: jhamill@triadassocmgmt.com
Billing Company:	# 109446			
Billing Address:				
Billing Contact:		Phone:		Email:
Tax Exempt:	☒ Yes ☐ No	If yes must attach a copy of certificate.		
Business Type:	Other (Define)			
Scope of Service for Pest Control Services				
Covered Areas:	exterior perimeters entire club house and pool area			
Covered Pests:	☐ Ants ☐ Roaches ☐ Rats ☐ Spiders ☐ Silverfish ☐ Wasps <i>*for active nests less than 10ft</i> ☒ Other Millipedes			
Service Details:				
Service Type	Frequency	Service Notes	Qty	Per Service
Pest Control-Perimeter	Twice Annually	entire club house and pool area		\$275
...	...	2 times a year treat for Millipedes		
...	...			
...	...			
...	...			
...	...			
Routine Service includes treatment of high risk areas including but not limited to:				
Current Pest Pressures: Millipedes				
Preventative Rodent Details:				
☐ Install new stations on property. Special Instructions:				
☐ Retrofit existing stations. Special Instructions:				
☐ No exterior rodent control included.				
Other:	Tech will provide service reports after each service. Service Reports will be emailed.			
Service Guarantee:	Call-back service for covered pests and areas at no additional charge.			
Compensation		Authorization		
Initial Service Fee	NaturZone Representative:	Eliot Niceswanger	Date:	10/06/2025
\$ 275.00	Authorized Client Signature:		Date:	10/6/25
Per Service Fee Thereafter:	Print Name:	Petr Williams		
\$ 275.00	Return Signed Agreement To:	Eliot Niceswanger		

Internal Use Only

LS CO - Call TL N LB N
IT 75 RT FT

All fees are due at time of service and do not include applicable taxes. NaturZone management reserves the right to require adjustments to this agreement prior to the initial service being completed. The initial term of this service agreement is for one year and automatically renews unless notified by the client or NaturZone Pest Control with a (30) day written notice of cancellation prior to the renewal date. After the first year, NaturZone may make periodic inflationary increases to the price. The client acknowledges that, unless otherwise specified in this agreement, NaturZone retains ownership of all installed equipment, including but not limited to bait stations and insect light traps.



Laurel Road Community Development District

Fiscal Year 2025 Goals & Objectives Annual Reporting Form

Laurel Road CDD
Goals, Objectives and Annual Reporting Form

**Performance Measures/Standards &
Annual Reporting Form**

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☒ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☒ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



Laurel Road Community Development District

Payment Authorization Nos. 115 – 119

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT
Payment Authorizations Nos. 115 - 119

PA #	Description	Amount	Total
115	Advanced Aquatic Services	\$ 1,888.00	
	Alsco Uniforms	\$ 69.56	
	Clean Sweep Parking Lot Maintenance	\$ 950.00	
	Comcast Business	\$ 194.95	
	Doody Free 941	\$ 234.00	
	FPL	\$ 3,224.85	
	GreatAmerica Financial Services	\$ 130.99	
		\$ 238.17	
	Jan-Pro of Manasota	\$ 1,325.67	
	NaturZone	\$ 210.00	
	PFM Group Consulting	\$ 250.00	
	PFM Ginancial Advisors	\$ 500.00	
	S&G Pools	\$ 1,552.00	
	Southern Land Services of SW Florida	\$ 5,900.00	

	TieTechnology	\$ 73.38	
	Valley	\$ 1,354.15	
		\$ 767.85	
	WTS International	\$ 2,177.50	
			\$21,041.07
116	Advanced Aquatic Services	\$ 1,800.00	
	Alsco Uniforms	\$ 69.56	
	Florida Centerline Group	\$ 461.40	
	FloridaCommerce	\$ 175.00	
	Gannett Florida LocaliQ	\$ 158.75	
	Impact Landscaping & Irrigation	\$ 15,334.67	
		\$ 1,986.00	
		\$ 3,535.41	
	Jan-Pro of Manasota	\$ 83.38	
	PFM Group Consulting	\$ 2.94	
	Rayco Electric	\$ 225.00	

	Supervisor Fees	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
	Verizon Business	\$ 74.90	
	Vglobal Tech	\$ 300.00	
		\$ 160.00	
	Vogler Ashton	\$ 1,358.00	
	WTS International	\$ 2,342.90	
		\$ 330.75	
			\$29,398.66
117	Comcast Business	\$ 1,414.40	
		\$ 194.95	
	Daystar Exterior Cleaning	\$ 1,530.00	
	FPL	\$ 15.30	
		\$ 14.35	
		\$ 1,428.09	
		\$ 1,338.84	
		\$ 23.46	
		\$ 21.99	
		\$ 20.95	
		\$ 19.65	

	NaturZone	\$ 185.00	
	PFM Group Consulting	\$ 36.95	
		\$ 36.95	
			\$6,280.88
118	City of Venice	\$ 1,693.15	
		\$ 390.73	
		\$ 5.92	
		\$ 1.36	
		\$ 15.78	
		\$ 3.64	
		\$ 189.15	
		\$ 43.65	
		\$ 10.96	
		\$ 2.53	
		\$ 122.90	
		\$ 28.36	
		\$ 550.45	
		\$ 127.03	
		\$ 174.33	
		\$ 40.23	
		\$ 3.09	
		\$ 0.71	
		\$ 703.11	
		\$ 162.25	
		\$ 260.43	
		\$ 60.10	
		\$ 1,218.96	

		\$ 281.30	
	Navitas Credit Corp	\$ 2,465.17	
	PFM Group Consulting	\$ 4,625.00	
	Pye Barker Fire & Safety	\$ 710.00	
	Safetouch	\$ 942.92	
		\$ 1,538.46	
		\$ 1,538.46	
		\$ 1,064.36	
	TECO	\$ 16.97	
		\$ 26.10	
	WTS International	\$ 504.31	
		\$ 1,849.12	
			\$21,370.99
119	AlSCO Uniforms	\$ 69.56	
	Comcast Business	\$ 194.95	
	FPL	\$ 491.86	
		\$ 2,754.39	
	GreatAmerica Financial Services	\$ 369.16	
	Tyree Brown, Arborist	\$ 500.00	

			\$4,379.92
		Total	\$82,471.52



Laurel Road Community Development District

District Financial Statements



Laurel Road Community Development District

Consideration of HVAC Preventative Maintenance Proposals

- **Conditioned Plumbing**
- **Tri-County Air**

**PLANNED MAINTENANCE
AGREEMENT**

Estimate 532695250

Date 9/8/2025

Billing Address

Name Vistera
Address 321 Vistera Boulevard
Nokomis, FL 34275 USA

Service Location

Name Vistera
Address 321 Vistera Boulevard
Nokomis, FL 34275 USA

Regular planned maintenance of your plumbing systems is essential to keeping your system at its peak efficiency. Your Planned Maintenance Agreement with Conditioned Plumbing, which includes one precision maintenance visits per year, unless noted in the Services Below. This program is designed to maintain system efficiency, help prevent system failures, help maintain system capacity, extend equipment life, reduce water usage, and reduce utility costs.

Your Program Provides the Following Benefits

- Priority Customer
 - Agreement is Transferable to new owners
 - Loyalty Rewards Program of \$50/Year up to 10 Years for Each Consecutive Year in the Program towards the Replacement of your System(s)
 - 15 Discount on all repairs
 - 15 Discount on our Travel and Diagnostic Fee
 - Seasonal PMA customer specials
 - Unconditional Service Guarantee
-

The following services are included for the above location

IMAGE	NAME	DESCRIPTION	QTY	PRICE	TOTAL
	PMA - BASE PLUMBING PLANNED MAINTENANCE PROGRAM ANNUAL BILLING - Combined with HVAC PMA	BASE PLUMBING PMA COMBINED WITH HVAC PMA - 1x/year • Drain and Flush Hot Water Heater • Inspect Heating Element • Exercise Pressure Relief Valve • Inspect All Sinks for Leaks • Inspect All Toilets for Leaks • Inspect Outside Water Meter • Inspect Outside Hose Bibs • Take Water Pressure Reading • Take Water Sample and Provide Water Quality Report • Clean and Tighten Connections • Document and Make Recommendations	1	\$196.00	\$196.00

Note: The homeowner is responsible for the scheduling of planned maintenance visits. Conditioned Air will notify you of your visit a minimum of 30 days prior to the visit by an auto generated text, phone message, and/or email. Or you may call (239) 643-2445 to schedule your service. If you have a home watch or access person please have them contact us on your behalf.

For your convenience, we offer online payments (Visa, MC, AMEX and Discover) at www.conditionedair.com (Click on "Pay Now"), or call (239) 643-2445. You authorize Conditioned Air to Keep you Payment Method on File and to automatically charge your payment when this agreement renews.

Total Cost: \$ \$196.00.00

Upon Acceptance please remit the total due. Payment implies agreement to all terms and conditions of this agreement.

TERMS AND CONDITIONS OF AGREEMENT:

1. This agreement will continue from year to year and automatically renew at the anniversary date of the agreement at Conditioned Air's current rates. In accordance with Florida Statute §501.165:
 - a. Notification shall be provided to the consumer no less than 30 days or no more than 60 days before the cancellation deadline pursuant to the automatic renewal provision, to the customers email on file.
 - b. This contract will automatically renew unless consumer cancels the contract within this time frame.
2. Scheduling
 - a. It is the responsibility of the customer to schedule the services with Conditioned Air, enumerated in this agreement service can be scheduled by contacting Conditioned Air at 239 643-2445.
 - b. Conditioned Air will make good faith effort to schedule the services with the customer by email, text, and phone. Should the customer fail to respond to the request to schedule service the customer will be solely liable for the failure to complete services under this agreement.
3. Customer agrees to promptly notify Conditioned Air dba Conditioned Plumbing (Company) of any unusual operating conditions of the subject equipment. Said customer further agrees to promptly notify Company of any suspected malfunction or defect in the equipment and to report same promptly to Company at its office.
4. Customer agrees not to move or relocate equipment from location listed on reverse side without written consent of Company. In the event customer fails to obtain such consent, Company at its option may cancel this entire agreement or refuse to maintain the equipment.
5. Customer agrees to permit our personnel the use of his common building maintenance tools, such as ladders, etc.
6. If the equipment requires the use of, or produces as a byproduct of operation, water, either re-circulated or otherwise, the water thus used or produced may become contaminated or cause corrosion. Neither the extent or nature of such contamination or corrosion can be predicted in advance, therefore, the Company hereby assumes no liabilities for either the quality or condition of the water or for any damage that it may cause. Customer understands that this agreement does not cover the replacement or repair of any part of the subject equipment which is caused by water contamination, corrosion, or any cause attributable to the use of water by the equipment, whether as to ordinary wear and use or otherwise.
7. The Customer cannot assign or transfer this agreement without the prior written consent of Company and no modifications, additions or changes may be made to this agreement except in writing, signed by the parties. This instrument contains the entire agreement between the parties hereto.
8. Company reserves the right to, at any time, in its sole and absolute discretion to remove any part or equipment that it finds to be economically unsound for further planned maintenance services.
9. Company shall not be required to furnish any items of equipment, labor or other services, which are recommended or required by insurance companies or any governmental agency, including the conducting of any test required by any of the foregoing.
10. This agreement applies to the equipment enumerated, on the equipment list and not to fixtures in which they are contained nor to hardware, trays, defrosting pans, block tins, ducts, plumbing, electrical wiring, casings, pans, defrost heaters, nor to deterioration of housing, casings, frames, or other items due to corrosion.
11. This agreement does not include any repairs made necessary because of equipment failure, part failure, misuse, fire, water, accident, negligence, acts of God, labor disputes, freeze ups of any kind, or to any repairs or replacements even if caused by the negligence or want of care of the Customer in operating or maintaining the equipment.
12. Company assumes no liability for delays or failures here under caused by any of the foregoing or for any causes whatsoever for damages resulting from delays in performing the service hereunder or for any consequential damage whatsoever. If maintenance tasks require any alterations or additions to structure or property, the company will have no obligation to complete the task.
13. The customer is solely responsible for the set point of the hot water heater, and the Company assumes no liability under any legal theory for damages or injuries related to the improper set point of the hot water temperature.
14. Company shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty, or other legal theory due to the nonoperation or malfunction of the equipment. including damage to property or personal injury caused by the equipment, unless said malfunction or nonoperation of said equipment is due solely to the negligence of Company.
15. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for a particular use. Without limitation, Company shall be liable upon any warranty theory; express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that Company shall cause same to be repaired and shall be liable for no other damages except as specified herein. Company thus disclaims any implied warranty of any nature whatsoever.
16. Company shall not be responsible for any delay or failure to render the services or to make delivery of any merchandise as set forth herein due to Federal, State or Municipal actions or regulations; strikes or other labor troubles; fires, embargoes, accidents, war or any other causes, contingent to or circumstances beyond the control of Company, and/or which make the fulfillment of this agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.
17. The company offers no warranty under any legal theory for the performance of the planned maintenance services enumerated in this agreement.
18. The standard of workmanship hereunder shall be that which is reasonable and customary in the industry.
19. Company shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation or malfunctions of equipment or for any equipment which the owner specifies or which is designed by the owner's instructions or specifications. Neither shall Company be liable for any design malfunction of any person or for faulty plans and specifications.
20. The Customer agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of the equipment to which the agreement relates.
21. Both the Customer and the Company acknowledge and agree that mold or mildew, of any type whatsoever is a naturally occurring organism and can grow or occur in and/ or on the equipment enumerated on the equipment list (the "equipment") or within any of the other related components of the Customer's air conditioning system (the "system"). The Customer and the Company acknowledge and agree that while the Company will perform the maintenance called for in the Agreements in a careful and prudent manner, such maintenances will not necessarily prevent, nor are they intended to prevent, nor are they for the remediation of any mold or mildew in or on the equipment or the system. The Company shall not be liable for any personal injury or property damage loss of any kind or nature, based upon the presence of any mold or mildew in the equipment or system in the Customer's residence or place of business as case may be.
22. Cancellation
 - a. Notice of Cancellation requests may either be made in writing, or by calling Conditioned Air at:
3786 Mercantile Avenue, Naples FL 34104
(239) 643-2445
 - b. In the event the customer cancels this agreement after the renewal date. and to the extent the company has delivered services or made good faith attempts to schedule the services the customer will not be entitled to any refund
 - c. To the extent services are not due and the customer cancels the agreement Conditioned Air will Calculate the prorata remaining costs for services rendered to through the date of cancellation, which will result in a one-time charge for unpaid services plus a 10% administrative fee, or a refund for the remaining services under the agreement less a 10% administrative fee. The company will process this payment or refund within 10 days of the notice of cancellation.
22. Amendments to Terms and Conditions - We reserve the right to change these Terms and Conditions at any time.
23. Non-waiver - Any failure by us to act upon any breach of these Terms and Conditions shall not be deemed to constitute a waiver of any subsequent breach of that or any other term or condition, or of any right to thereafter enforce these Terms and Conditions.

Acceptance of Terms and Conditions

By accessing, using, or continuing to engage with the services described herein, you acknowledge that you have received, reviewed, and agreed to the terms and conditions set forth in this agreement. Your continued engagement with the services will be deemed as your acceptance of these terms, without the need for a physical or electronic signature.



Replacement Proposal

Estimate 532726558

Date 9/8/2025

Billing Address

Name Vistera
Address 321 Vistera Boulevard
Nokomis, FL 34275 USA

Service Location

Name Vistera
Address 321 Vistera Boulevard
Nokomis, FL 34275 USA

Conditioned Air is Pleased to Present the Following Proposal For Your Consideration.

SERVICES

IMAGE	DESCRIPTION	QTY	PRICE	TOTAL
	Planned maintenance of (3) systems - Includes Special Order Filters - Quarterly Visits (4x/yr) - Annual Billing	1	\$1,938.00	\$1,938.00

For your convenience, we offer online payments (Visa, MC, AMEX and Discover) at www.conditionedair.com (Click on "Pay Now"), or call (239) 643-2445. You authorize Conditioned Air to Keep you Payment Method on File and to automatically charge your final payment when the work is complete.

Total Due:\$ \$1,938.00

Upon Acceptance please remit 50% Downpayment of the total due. Payment implies agreement to all terms and conditions of this agreement.



Tri County Air
1080 Enterprise Court
North Venice, FL 34275
(941) 485-2222

Estimate 308020436
Job 308013709
Estimate Date 8/21/2025
Customer PO

Billing Address

PFM Management CDD Property
321 Visterra Boulevard
Nokomis, FL 34275 USA

Job Address

PFM Management CDD Property
321 Visterra Boulevard
Nokomis, FL 34275 USA

Estimate Details

Commercial Semi - Annual Membership with Quarterly Filter Changes: Commercial Semi - Annual Membership with Quarterly Filter Changes

Service #	Description	Quantity
SCMS	Commercial Semi - Annual Membership with Quarterly Filter Changes Commercial Maintenance on 3 systems TUNE-UPS INCLUDE ~Check Thermostat and operating temps ~Clean indoor and outdoor coils as needed ~Clean condensate pans ~Clean condensate lines ~Check filters ~Check blower wheel ~Check electrical connections in equipment ~Check voltages and amperage of motors ~Record operating pressures ~Lubricate moving parts when necessary ~Apply rust proofing paint where applicable CUSTOMER'S BENEFITS: ~PRIORITY SERVICE ~NO OVERTIME CHARGES ~10% Discount on all parts and Labor ** DOES NOT INCLUDE FILTER OR BELTS	1.00
NONPRT	Filters per visit 16x24x2	4.00
NONPRT	Filters per visit 20x22x1	1.00
DRNCLN	Drain line cleaning with operations check	6.00

Member Savings	\$63.25
Sub-Total	\$1,859.40
Tax	\$0.00
Total	\$1,859.40
Est. Financing	\$68.87

Thank you for choosing Tri County Air and remember...No matter what the weather, Tri County makes it better!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Tri County Air Conditioning and Heating, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

TERMS AND CONDITIONS

1. Scope of Terms and Conditions

The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Conditioned Air of Naples, LLC ("Company") to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Company have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Company and are referred to herein as either "Terms and Conditions" or this "Agreement." Customer accepts these Terms and Conditions by making a purchase from or placing an order with Company or engaging Company to perform or procure any services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Company's Site at the time Customer signs the Installation Proposal will govern, unless otherwise agreed in writing by Company and Customer.

2. Payment Terms

Customer shall pay Company according to the terms contained in the Proposal. Final payment shall be due after the work described in the Proposal is substantially completed. All retail service work be paid on the day of completion. All equipment replacement / duct-work replacements or add ons will require a 50% downpayment, and 50% on the day of completion. The customer cannot withhold final payment until the installation passes inspection, as this is an independent action controlled by the county or city government. The Company has the right in all cases to file a legal Notice to Owner for any lien rights to the Customers property if payment is not made within the allotted time.

3. Zoning and permits

Customer agrees to timely furnish all information necessary to secure permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Company assumes no responsibility for violation of zoning rules/laws.

4. Homeowners Association/Condo Association/Property Owners Association

Customer is responsible for Homeowner Association, Condo Association, Property Owner Association, Historical Society approval or other similar approvals. All Approvals must be received, and a written copy of such shall be given by Customer to Company prior to material being ordered. Customer is responsible for Homeowner Association security deposit or bond if one is required.

5. Change Orders

During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Company may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.

6. Substitutions

Should Company be unable to obtain any equipment or material(s) specified in the Agreement or any Change Order, Company shall have the right at its sole discretion to substitute comparable equipment or materials and such substitution shall not affect the Contract Price.

7. Supervision Responsibility

Company shall supervise and direct the work at Customer's Property, using reasonable skill and attention. Company shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's Property pursuant to this Agreement. Customer shall not interfere with Company's work forces or Company's subcontractors.

8. Workmanship 1 Year Limited Warranty

Company shall provide Customer with a 1 year limited warranty on service and labor for the duration set forth in the Installation Agreement, beginning on the date of completion of services against defects in the quality of workmanship and/or materials ("Warranty Period"). Company shall not be liable during or following the Warranty Period for any: (a) damage due to ordinary wear and tear or abusive use; (b) damage due to use of the equipment beyond the design temperatures (cooling set below 70°F, for instance); (c) defects that are the result of characteristics common to the materials used; (d) loss, injury or damages caused in any way by the weather elements; (e) conditions resulting from condensation on, or expansion or contraction or, any materials; (f) any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or (g) air leaks arising from structural deficiencies within existing supply/return ducts or transitions. Customer is responsible for paying equipment manufacture or third-party warranty company for any transfer of equipment warranty. Company is not responsible for any warranties provided by the manufacturer. Company makes no warranty to Buyer regarding materials and/or equipment installed (other than a warranty of title), and Company authorizes no third person or party to assume any warranty obligation or liability on Company's behalf. The only warranties applicable to the materials and/or equipment installed are those, if any, extended by the respective manufacturer that shall furnish to Buyer all applicable warranty documents. Company hereby assigns to Buyer, without recourse, any applicable warranties extended to Company. Such assignment shall constitute Company's sole obligation and Buyer's sole exclusive remedy from Company with regards to defective materials and/or equipment installed. This limited warranty is in lieu of all other warranties, statutory or otherwise, express, or implied, all representations made by Company, and all other obligations or liabilities respective of the Services provided at the Property. Company disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability. Under no circumstances shall Company be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty entirely.

9. Design Conditions

All equipment is designed according to the Manual J. standard design temperatures for Florida Zone 1 (Cooling: 75°F indoor dry bulb temperature w/ 50% indoor relative humidity at 93°F outdoor dry bulb temperature. Heating: 70°F indoor dry bulb temperature w/ 50% indoor relative humidity at 47°F outdoor dry bulb temperature). Company is not responsible for cooling/heating beyond the Manual J. standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of duct-work, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Company upon initial consultation. Company is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation or while determining load calculation are being performed. In the case of an equipment replacement on an existing residential or commercial project, If Customer does not provide load calculations or authorize Company to conduct its own testing to determine load calculations, Company shall size the new HVAC system based on the size of the existing HVAC system. In such case, Company shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within the Manual J. standard design temperatures). The HVAC design must meet the Florida Building Code requirements. Therefore, any specifications must be provided to the Company, by the Customer or a party associated with the Customer. When designing a structure such as but not limited to, a residential home with any type of foam insulation or a completely sealed structure, Company & Home Services recommends the Customer have an engineer or building expert review the plans for how to control the humidity levels in the sealed attic space. Dehumidifiers, in most cases, are recommended but should be verified.

10. Performance or Condition of Existing Equipment

Company is not responsible for the performance, functionality, or compatibility of existing equipment, duct-work, duct board, controls, or other equipment/materials that is not replaced during a job installation and that Customer agrees to keep in place. In the event that the system fails to operate properly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as our workmanship. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.

11. Existing Line Set

Company is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Company is unable to pull a 500-micron vacuum on an existing line set. Should Customer reject Company's recommendation to replace an existing line set, Company's limited warranty is voided.

12. Condensate Drains

Company is not responsible for the condition of any existing condensate or copper pipping that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

13. Paint, Patchwork, and Repairs

Company is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work unless previously agreed upon in the signed proposal.

14. Existing Attic Access Stairs

In the event Customer's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method or access may be required. Company is not responsible for (a) the replacement or repair of attic steps or stairs that must be removed to complete removal or installation work; and/or (b) any property damage resulting from the removal of the attic steps or stairs.

15. Mold

Company shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal of any mold or any hazardous materials is excluded from the scope of Company's work, and Company reserves the right to stop work until such mold or hazardous materials are removed.

Terms and Conditions (Con't)

16. Insurance and Waiver of Subrogation

Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall inure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Company waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

17. Indemnification

Customer shall indemnify, defend, and hold harmless Company and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Company; and (b) any failure of the Customer to comply with the requirements of the Agreement.

18. Risk of Loss

Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Company shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

19. Severability

Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

20. Performance

If Customer fails to perform any of Customer's obligations herein or if Company, in good faith, believes that the prospect of payment or performance to be impaired, Company may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

21. Collections

If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Company's performance as complete under this Agreement unless Customer notified Company in writing otherwise within thirty (30) days of substantial completion. Should Company retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Company's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

22. Entire Agreement

This Agreement constitutes the entire agreement between Customer and Company. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.



Laurel Road Community Development District

Staff Reports