

Laurel Road Community Development District

12051 Corporate Boulevard, Orlando, FL 32817
Phone 407-723-5900; Fax 407-723-5901

The following is the agenda for the Board of Supervisors Meeting for the **Laurel Road Community Development District** scheduled to be held **Wednesday, May 12, 2021 at 12:15 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: 790 562 990 #

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]*

Business Matters

1. Consideration of the Minutes of the April 14, 2021 Board of Supervisors' Meeting
2. Consideration of Resolution 2021-16, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 11, 2021]
3. Review and Consideration of VBGlobal Website Agreement
4. Ratification of Hamilton Engineering & Surveying Proposal for Surveying and Mapping Service
5. Letter from Supervisor of Elections, Sarasota County
6. Ratification of Funding Requests 24-25
7. Review of District Financial Statements (*under separate cover*)

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



Laurel Road Community Development District

Consideration of the Minutes of the April 14, 2021 Board of
Supervisors' Meeting

MINUTES OF MEETING

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Wednesday, April 14, 2021 at 12:15 p.m.

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

Board Members present at roll call:

Pete Williams	Chairperson	
Priscilla Heim	Vice Chairperson	(joined in progress @ 12:30 p.m.)
Janice Snow	Assistant Secretary	
John Blakley	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	

Also present at roll call via speaker phone or in person:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC	
	(via phone)	
Kevin Plenzler	Senior Managing Consultant- PFM Financial Advisors LLC	
	(via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Kim Ashton	Vogler Ashton	(via phone)
Shawn Leins	District Engineer – AM Engineering	(via phone)
Misty Taylor	Bond Counsel- Bryant Miller Olive P.A.	
Jim Schier	Neal Communities	
John McKay	Neal Communities	
John Leinaweaver	Neal Communities	
Sandy Foster	Neal Communities	
Tom Panaseney	Neal Communities	(via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called the meeting to order at 12:28 p.m. and proceeded with roll call. The Board Members and Staff in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of the Minutes of the March 10, 2021 Board of Supervisors Meeting

The Board reviewed the Minutes from the March 10, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the Minutes of the March 10, 2021 Board of Supervisors' Meeting.

Ms. Heim joined the meeting in progress at 12:30 p.m.

Review and Consideration of Resolution 2021-15, Authorizing Revised Bank Signatories

The Board reviewed Resolution 2021-15, Authorizing Revised Bank Signatories. Ms. Carvalho explained the District originally entered into an agreement with Synovus Bank for the District's accounts. There were certain Districts within Neal Communities that the bank would start implementing fees that the District would begin to incur. This resolution requests a change in banks to Valley Bank, the same bank that the other Neal Districts are currently with that do not have the fees going forward. Ms. Carvalho requested a motion to approve Resolution 2021-15 as presented.

Mr. Williams noted there is also an addition of signers who are the Chair, Vice-Chair, Treasurer, and Assistant Treasurer.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-15, Authorizing Revised Bank Signatories appointing Valley Bank as the General Fund account bank and adding the signatories as outlined above.

Ratification of Funding Requests 22-23

The Board ratified Funding Requests 22-23.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board ratified Funding Requests 22-23.

Ms. Snow stated the Tribune bill seems high. Ms. Carvalho explained the high amount is due to the different public ads the District had to place leading up to the bond issuance.

Review of District Financial Statements

The Board reviewed the District Financial Statements through March 31, 2021.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board accepted the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Mr. Leins stated he needs to get more pre-qualified bidders for the projects, and the District will be advertising for that again. The District currently has seven pre-qualified bidders, and he wants to add more to that list.

Ms. Carvalho asked Mr. Panaseney to review the various proposals that came to her attention.

Mr. Panaseney noted two proposals, both from the Architects LRK, for a proposed Amenity Center. It will be 4,500-6,000 square feet the Amenity Center. The first proposal is the architectural proposal, which includes architecture, the structural engineer, mechanical electrical, and plumbing consultant. The total design fee for the Amenity Center is \$101,614.00. Mr. Leins, the CDD Engineer, has the design of the Amenity Center already included in his design fee, and the District has an existing contract with Booth Design for the Landscape Architecture. The Building Architect is the missing piece, and Mr. Panaseney recommended approval from the Board for the Architect Proposal from LRK. Mr. Williams asked if these

were lump sums or the best estimate. Mr. Panaseney responded amounts are outlined on page 5-6 of the proposal. Mr. Williams asked about the language stating Construction Phase Services will be hourly as required per the proposal. Mr. Panaseney replied if the District requests their assistance in visiting the site and doing construction inspection while under development, the District will pay an hourly rate for their inspector. The District does not have to decide that at this time.

Mr. Vogler stated he did not notice this on the agenda, and the District is in the middle of Bond validation which is set for May 18, 2021. If the District decides to have public amenities and hires a contractor and architect for public amenities, the District will be making decisions regarding the type of roadways they have. He advised the Board and Developer that these are decisions being made now, and if the District spends money on it, it will be implemented. Ms. Snow noted the intent is for the District to have public amenities and roads. It was in the original petition and Engineer's Reports. The estimates were anticipated in the petition to go through Bond Validation.

Mr. Vogler was not aware the decision was made that the amenities were to be publicly funded and confirmed that the Board is making those decisions by taking these actions today. Mr. Panaseney confirmed that he made these proposals out to the Laurel Road CDD to be a CDD constructed and operated Amenity Facility.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Architect proposal from LRK for the Amenity Center in the amount of \$101,614.00.

Mr. Panaseney presented the second proposal from LRK for the interior design of the Visterra Amenity Center in the amount of \$43,000.00 with a budget of \$36,000.00 for procurement of interior furniture and decorations. It would also include pool furniture. The total contract amount is \$78,000.00 .

Ms. Snow asked if \$36,000.00 is adequate. Mr. Panaseney confirmed this amount is adequate. Ms. Snow was concerned that the amount is not enough to cover the cost of furniture and decorations. She asked if the amount could be exceeded. Mr.

Weidemiller noted an increase could be done via a change order at a later time.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board approved the Visterra Amenity Interior Design proposal from LRK in the amount of \$78,000.00.

District Manager – Ms. Carvalho noted the next meeting is scheduled for May 12, 2021. At that meeting, the Board will be asked to approve the Proposed Budget and to set the Public Hearing to coincide with the August meeting.

**Audience Comments and
Supervisor Requests**

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Carvalho requested a motion to adjourn.

On MOTION by Ms. Snow, seconded by Mr. Williams, with all in favor, the April 14, 2021 Board of Supervisors' Meeting for the Laurel Road Community Development District was adjourned at 12:44 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

Laurel Road Community Development District

Consideration of Resolution 2021-16, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date
[Suggested Hearing Date of August 11, 2021]

RESOLUTION 2021-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Laurel Road Community Development District (the “District”) was established by Ordinance No. 2020-13, adopted by the City Council in the City of Venice, Florida, effective as of April 28, 2020; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Laurel Road Community Development District (the “Board”) the proposed budget for the Fiscal Year 2021/2022, which concludes September 30, 2022; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2021

HOUR: _____

LOCATION: _____

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Venice and Sarasota County at least 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of May, 2021.

ATTEST:

**LAUREL ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: FY 2021/2022 proposed budget

Exhibit A
FY 2021/2022 proposed budget

[See attached]

Laurel Road CDD
FY 2022 Proposed O&M Budget

		Year To Date			
	Actual Through 03/31/2021	Anticipated Apr. - Sep.	Anticipated FY 2021 Total	FY 2021 Adopted Budget	FY 2022 Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ -	\$ -	\$ -	\$ -	\$ 120,925.00
Developer Contributions	39,358.63	72,925.13	112,283.76	126,675.00	-
Net Revenues	\$ 39,358.63	\$ 72,925.13	\$ 112,283.76	\$ 126,675.00	\$ 120,925.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 6,800.00	\$ 6,000.00	\$ 12,800.00	\$ 12,000.00	\$ 12,000.00
Public Officials' Liability Insurance	2,250.00	-	2,250.00	2,475.00	2,475.00
Trustee Services	-	-	-	6,000.00	6,000.00
Management	10,000.02	10,000.00	20,000.02	45,000.00	30,000.00
Engineering	-	7,500.00	7,500.00	15,000.00	15,000.00
Dissemination Agent	-	5,000.00	5,000.00	5,000.00	5,000.00
District Counsel	11,197.50	11,197.50	22,395.00	20,000.00	20,000.00
Assessment Administration	-	7,500.00	7,500.00	7,500.00	7,500.00
Remortization Schedules	-	-	-	-	250.00
Audit	-	6,000.00	6,000.00	6,000.00	6,000.00
Postage & Shipping	31.24	31.24	62.48	300.00	300.00
Legal Advertising	12,085.02	12,085.02	24,170.04	1,000.00	10,000.00
Miscellaneous	153.11	153.11	306.22	500.00	500.00
Web Site Maintenance	-	1,350.00	1,350.00	2,700.00	2,700.00
Dues, Licenses, and Fees	200.00	-	200.00	175.00	175.00
General Insurance	2,750.00	-	2,750.00	3,025.00	3,025.00
Total General & Administrative Expenses	\$ 45,466.89	\$ 66,816.87	\$ 112,283.76	\$ 126,675.00	\$ 120,925.00
Total Expenses	\$ 45,466.89	\$ 66,816.87	\$ 112,283.76	\$ 126,675.00	\$ 120,925.00
Net Income (Loss)	\$ (6,108.26)	\$ 6,108.26	\$ -	\$ -	\$ -

Laurel Road CDD

Budget Item Descriptions

FY 2021 – 2022

Revenues

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

General & Administrative Expenses

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials’ Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Engineering

The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Laurel Road CDD

Budget Item Descriptions

FY 2021 – 2022

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

Miscellaneous

Other general & administrative expenses incurred throughout the year.

Web Site Maintenance

Website maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

General Insurance

General liability insurance.

Laurel Road Community Development District

Review and Consideration of VBGlobal Website Agreement

**AGREEMENT BETWEEN LAUREL ROAD COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A
VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION,
AND MAINTENANCE SERVICES**

THIS AGREEMENT (this "**Agreement**") is entered into as of this 12th day of May 2021, by and between:

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. MAINTENANCE. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii.** remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii.** provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v.** provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

B. ADDITIONAL SERVICES. In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technical and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. **MAINTENANCE.** For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in quarterly installments of Three Hundred Dollars (\$300.00) after each quarterly audit event has been completed.

B. **INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. **TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. **TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to

identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Vivian Carvalho** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, CARVALHOV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Manatee, Florida. This choice of venue is intended by the parties to be

mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Laurel Road Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Vogler Ashton, PLLC
705 10th Avenue W., Unit 103
Palmetto, FL 34221

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

K. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's

right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**LAUREL ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Proposal For Laurel Road CDD

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG



BBB Rating: A+
Click for Profile

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)



VGlobalTech is the ADA, WCAG Compliance Expert, with over 250 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <https://vglobaltech.com/website-compliance/> for details.

Version Log

Date	Version#	Comments	Author
July 1 st , 2018	1.0	Created Proposal. Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
August 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope Updated fee-simple pricing and human audit seal Added quarterly audit as per insurance requirement Updated Annual Maintenance price for ADA support only Updated for CDD specific info after conversing with CDD Manager Added Human Audit Details Added Hosting and Backup to Maintenance	VB Joshi
			VB Joshi
June 2 nd , 2020	3.0	Removed minor version updates Updated document layout for 2020 Updated new financial year pricing	VB Joshi
July 31, 2020	3.1	Updated as per customer needs	VB Joshi

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Any violations are punishable under the law and shall be prosecuted.

** VGlobalTech has developed unique ADA and WCAG compliance expertise, optimized website templates, compliance multi-step procedure and quality control, document conversion software and test procedures. Contact us for details of VGlobalTech's Intellectual Property.*

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 6 months from the launch date and needs ADA audit contract for renewals after 6 months)
7.	Create board member emails (up to 10) and provide email access. Enable virus and antispam for inbox.
8.	Web Design Total: \$3000/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$125 / month *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 th of every month

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (**ADA**), Web Content Accessibility Guidelines (**WCAG**), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: \$300 / per audit

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter \$300
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

☐

Option1: Website only

Section 3.1: One time (website conversion and compliance cost):

☐

Option2: Website and Monthly Maintenance w/ Hosting

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

☐

Option3: Website and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

☐

Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:



For Customer

8/12/2021

Date

VB Joshi

For VGlobalTech

Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Laurel Road Community Development District

Ratification of Hamilton Engineering & Surveying Proposal for
Surveying and Mapping Service



TAMPA OFFICE
3409 w. lemon street
tampa, fl 33609
813.250.3535

ORLANDO OFFICE
775 warner lane
orlando, fl 32803
407.362.5929

April 29, 2021

Tom Panaseny

Neal Land & Neighborhoods

VP Land Development

941-328-1054 Ofc

813-464-4915 Cell

5824 Lakewood Ranch Blvd

Sarasota, FL 34240

TPanaseny@nealland.com

RE: Proposal for Surveying and Mapping Services

PROJECT: Specific Purpose Survey – Visterra Pond Topo

Hamilton Engineering & Surveying, Inc. (HAMILTON) is pleased to submit this proposal for surveying and mapping services for the above project.

1. Topographic survey of 4 ponds as shown on “Attachment A”.

LUMP SUM FEE

\$15,000.00

All other additional surveying services will be billed according to the following fee schedule.

<u>Staff</u>	<u>Hourly Rate</u>
Survey Director, PLS	\$200
Survey Crew	\$150
Survey Senior Project Manager, PLS	\$140
Survey Senior Project Manager, Crew Coordinator	\$175
Survey Senior CADD Tech	\$100
Survey Project Coordinator/QC	\$105
Survey As-Built Coordinator	\$100
Survey CADD Tech	\$80
Clerical	\$40

STANDARD GENERAL CONDITIONS

- 1) **Payment of Invoices:** Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from date of invoice and will bear interest at the rate of 1-1/2% (one and one-half percent) per month and will constitute a breach of this Agreement allowing all remaining services to be terminated solely at the option of Hamilton Engineering & Surveying, Inc. Notice of termination of service to be sent by certified mail, return receipt requested. Should it become necessary to collect unpaid invoices through lien process, an attorney or legal proceedings, the Client agrees to pay all costs of collections, including attorneys' fees in the lower court and appellate court. If the Client objects to an invoice, it must advise Hamilton 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. The Client agrees that the payment to Hamilton is not subject to any contingency or condition. Hamilton may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect on the check without such negotiation being an accord and satisfaction of any disputed debt and with prejudicing any right of Hamilton to collect additional amounts from the Client.
- 2) **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon five (5) calendar days' written notice in the event of a substantial failure, including but not limited to non-payment of invoices, by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If any material change occurs in the ownership of the Client, Hamilton shall have the right to immediately terminate this Agreement. In the event of any termination, Hamilton shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Hamilton as a result of such termination. If Hamilton'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 Hamilton to the total amount of service which were to have been performed.
- 3) **Standard of Care:** In performing its professional services, Hamilton 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 Hamilton's undertaking herein or its performance of services, and it is agreed that Hamilton is not a fiduciary with respect to the Client.
- 4) **Client Furnished Information:** Hamilton Engineering & Surveying, Inc. will consider all up front information supplied by the Client as accurate and correct. Additional work or work done over because of inaccurate or inadequate information supplied by the Client will be paid for as Additional Services.
- 5) **Use of Documents:** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by Hamilton 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 Hamilton's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by Hamilton will be at the Client's sole risk and without liability to Hamilton, and the Client shall indemnify, defend and hold Hamilton harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle Hamilton to further compensation at rates to be agreed upon by the Client and Hamilton. 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 be prepared by Hamilton, the hardcopy shall govern. Only printed copies of documents conveyed by the Hamilton may be relied upon. Because data stored in electronic media format can deteriorate or be modified without Hamilton's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- 6) **Additional Services:** If authorized by the Client, Hamilton Engineering & Surveying, Inc. will furnish Additional Services which are not considered normal or customary Basic Services. The cost for Additional Services provided by Hamilton Engineering & Surveying, Inc. personnel will be billed on a time and material basis. Additional Services provided by others will be billed directly to the Client by the Provider.

- 7) Reimbursable Expenses: The Client will pay Hamilton Engineering & Surveying, Inc. for the actual expenses incurred in connection with the project for commercial out-of-town travel and subsistence, shipping charges (i.e., FedEx, Express Mail, etc.), courier/delivery charges and printing/reproduction costs.
- 8) Controlling Law: This Agreement will be governed by the laws in the State of Florida and deemed to have been entered into in Hillsborough County, Florida. Exclusive venue and jurisdiction to determine all issues of interpretations and enforcement of this contract and any modifications thereto are in Hillsborough County, Florida and nowhere else.
- 9) Oral Agreements: No oral agreement, guarantee, promise, representation or warranty will be binding.
- 10) Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Hamilton, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Hamilton and Hamilton's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional error or omissions, strict liability or breach of contract or any warranty, express or implied, of Hamilton or Hamilton's officers, directors, employees, agents and sub-consultants, shall not exceed the amount of our fee or \$20,000.00 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall Hamilton be liable for lost profits or consequential damages, for additional cost or other consequences due to changed conditions, or for costs related to the failure of contractor to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client, and nothing in this Section 11 shall require the Client to indemnify Hamilton. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against Hamilton Engineering & Surveying, Inc. by the Client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.
- 11) 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 Rules 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.
- 12) Construction Phase Services: If Hamilton's services include the preparation of documents to be used for construction and Hamilton 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 Hamilton in any way connected thereto. If Hamilton provides construction phase services, Hamilton shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Hamilton have any authority or responsibility to stop or direct the work of any contractor. Hamilton's visits will be for the purpose of endeavoring to provide the Client with a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Hamilton. Hamilton neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Hamilton 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 Hamilton for all claims and liability arising out of job site accidents; and that the Client and Hamilton shall be made additional insureds under the contractor's general liability insurance policy.
- 13) No Third-Party Beneficiaries; Assignment and Subcontracting: This Agreement gives no rights or benefits to anyone other than the Client and Hamilton, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Hamilton. 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 Hamilton, without the written consent of Hamilton. Hamilton reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If Hamilton exercises this right, Hamilton 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 sub-consultants.

- 14) Confidentiality: The Client consents to the use and dissemination by Hamilton of photographs of the project and to the use by Hamilton of facts, data and information obtained by Hamilton in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Hamilton shall use reasonable care to maintain the confidentiality of that material.
- 15) Authorization: The signature below authorizes the work herein described and does so on behalf of the Owner of the property in question and warrants that the Client has authority to sign this Agreement.

BASIS FOR PAYMENT

Invoices for professional construction surveying services will be billed on a monthly basis.

All rates and fees are subject to renegotiation after a three month period from the date of this proposal, if it has not been accepted by the Client.

In the event this agreement is terminated prior to completion of services, Hamilton Engineering & Surveying, Inc., will be compensated by the Client for all work accomplished to the point of termination in accordance with the fee structure stipulated herein.

We appreciate the opportunity to provide this proposal for surveying and mapping services. If the defined scope of services and fees outlined above are acceptable, this document will serve as an agreement between Hamilton Engineering & Surveying, Inc. and the signing party below. Please execute this agreement by signing below and return by fax or mail. Work will not begin until this signed agreement is received.

Sincerely,

Hamilton Engineering & Surveying, Inc.



Aaron J Murphy PSM, Vice President

Director of Survey

CLIENT APPROVAL

Pete Williams

Print name

Owner/Chair

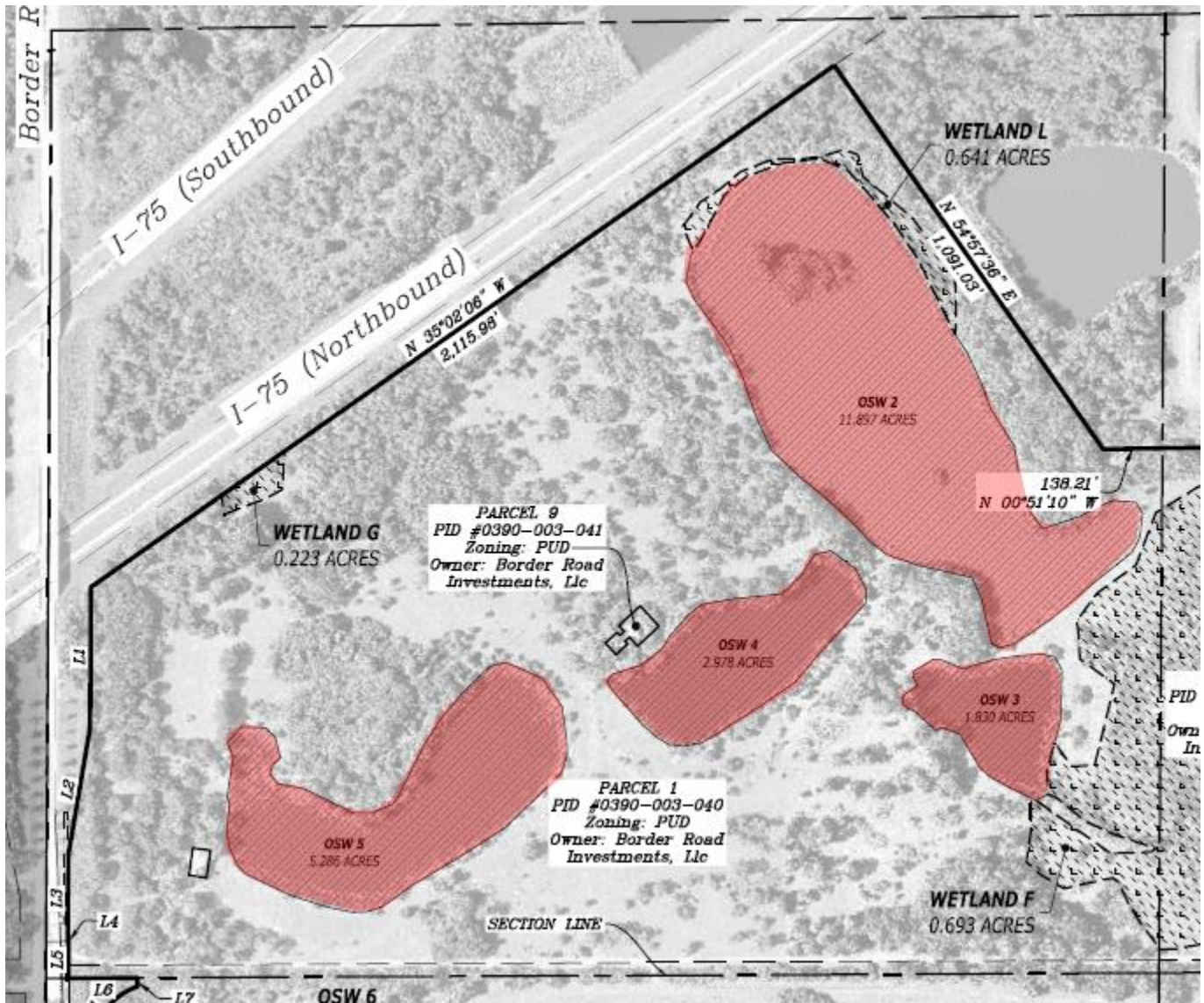
Signature/Title

4/29/2021

Date

PROJECT: Specific Purpose Survey – Visterra Pond Topo

ATTACHMENT A



**Laurel Road
Community Development District**

Letter from Supervisor of Elections, Sarasota County



Ron Turner Supervisor of Elections

Sarasota County: *Our County. Our Vote.*

April 21, 2021

Vivian Carvalho, District Manager
PFM Group Consulting, LLC
12051 Corporate Blvd
Orlando FL 32817

Subject: Qualified Electors for Laurel Road CDD

Dear Vivian:

Per your written request, I have calculated the qualified registered electors in Laurel Road Community Development District as of April 15, 2021.

I show no registered voters residing within the development at this time.

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County, Florida

RT/alp

Laurel Road Community Development District

Ratification of Funding Requests 24-25

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT

Funding Requests 24-25

FR #	Description	Amount	Total
24	VglobalTech	\$3,125.00	
	Vogler Ashton	\$3,705.50	
			\$6,830.50
25	PFM Group Consulting	\$4.08	
	Sarasota Herald-Tribune	\$137.75	
	Supervisor Fees- 04/14/2021 Meeting	\$1,000.00	
			\$1,141.83
		Total	\$7,972.33

**LAUREL ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 024

4/2/2021

Item No.	Vendor	Invoice Number	General Fund	Construction Fund
1	VGlobalTech			
	Website ADA Compliance	2630	\$ 3,000.00	
	April Website Maintenance	2632	\$ 125.00	
2	Vogler Ashton			
	General Counsel Through 03/15/2021	6686	\$ 1,091.00	
	Bond Validation Hearing Counsel Through 03/15/2021	6687		\$ 2,614.50
			\$ 4,216.00	\$ 2,614.50
TOTAL			\$	6,830.50

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

Please Return To:
Laurel Road CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

RECEIVED

By Amanda Lane at 10:36 am, Apr 05, 2021

**LAUREL ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 025

4/16/2021

Item No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting March Reimbursables	OE-EXP-04-22	\$ 4.08
2	Sarasota Herald-Tribune Legal Advertising on 04/07/2021	SC52G0SAE9	\$ 137.75
3	Supervisor Fees - 04/14/2021 Meeting Dale Weidemiller	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Janice Snow	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
TOTAL			\$ 1,141.83

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

Please Return To:
Laurel Road CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

Received via email on Monday, April 19, 2021 - ALane

Laurel Road Community Development District

Review of District Financial Statements
(under separate cover)