

**TOSCANA ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

December 17, 2014

Toscana Isles Community Development District
6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073
Phone: (954) 426-2105 • Toll-free: (877) 276-0889 • Fax: (954) 426-2147

December 12, 2014

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Toscana Isles Community Development District

Dear Board Members:

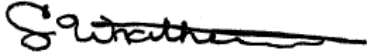
A Regular Meeting of the Board of Supervisors of the Toscana Isles Community Development District will be held on **Wednesday, December 17, 2014 at 10:00 a.m.**, at the offices of Vanguard Land, LLC, located at 5310 Clark Road, Suite 106, Sarasota, Florida 34233. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of First Amendment to Water Pump Lease Agreement
4. Update: RFP for Precast Concrete Panel Fencing (*responses due December 22, 2014*)
5. Update: RFP Landscape Installation (*responses due December 29, 2014*)
6. Consider Meeting Recess - Reconvene on December 23, 2014 at 10:00 a.m.
7. Other Business
8. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. **UPCOMING MEETING DATES**
 - **December 23, 2014 at 10:00 A.M.**
 - **January 7, 2015 at 10:00 A.M.**
9. Board Members' Comments/Requests
10. Public Comments

11. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

**FOR BOARD MEMBERS AND STAFF TO
ATTEND BY TELEPHONE:**

Call-in number: 1-888-354-0094

Conference ID: 2144145

**AMENDMENT TO
WATER PUMP LEASE AGREEMENT**

THIS AMENDMENT is made this ___ day of December 2014 to that certain Water Pump Lease Agreement (the "Lease") between the **TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 ("District"), and **LALP DEVELOPMENT, LLC**, whose address is 5310 Clark Road, Suite 106, Sarasota, Florida 34233 ("LALP").

WITNESSETH

WHEREAS, District and LALP entered into the Lease dated effective October 24, 2014, wherein the District agreed to lease certain equipment from LALP for the dewatering of onsite lakes.

WHEREAS, the Lease specified that LALP would maintain general liability and property insurance for the Water Pumps at all times during the Term of the Lease.

WHEREAS, the District has procured rental insurance covering the rented equipment, and named LALP as an additional insured.

WHEREAS, the District agreed to pay monthly Rent of \$9,920, plus applicable utility charges.

WHEREAS, the parties wish to amend the Lease as described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and considerations contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **TERMS.** Unless otherwise provided in this Amendment, terms which are defined in the Lease shall have the same meanings in this Amendment.
3. **INSURANCE.** Paragraph 4.b. of the Lease shall now read "**Insurance:** At all times during the Term of this Lease, District shall maintain rental insurance on the Water Pumps, naming LALP as an additional insured.
4. **RENT.** The rental rate in paragraph 2.d. of the Lease shall be reduced to \$9,800 per month, plus applicable utility charges, commencing with the effective date of the Lease, October 24, 2014.
5. **MISCELLANEOUS.** The Parties may evidence their acceptance of this Amendment by email and scan, or by facsimile transmission, bearing the respective Party's signature, and such scanned or facsimile copy shall be binding for all purposes as fully as a copy bearing the original signature of such Party. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the Lease remains in full force and effect except as amended herein. Where there is any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

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

DISTRICT:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

By: _____
Samantha Hays
Chair of the Board of Supervisors

LALP:

LALP DEVELOPMENT, LLC,
a Florida limited liability company

By: Vanguard Realtors, LLC,
a Florida limited liability company
As its Manager

By: _____
John R. Peshkin
As its: Manager