

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**January 8, 2020**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Toscana Isles Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**  
**Phone: (561) 571-0100 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013**

December 30, 2019

**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:

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on January 8, 2020, at 10:00 a.m., at the offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238. The agenda is as follows:

1. Call to Order/Roll Call
2. Update: Communications to Members of the Public
3. Public Comments
4. Approval of Requisition(s)
5. Ratification of Contract/Change Order(s)/Purchase Order(s)
6. Consideration of Assignment and Assumption of Engineering Services Agreement
7. Acceptance of Unaudited Financial Statements as of November 30, 2019
8. Staff Reports
  - A. District Counsel: *Straley Robin Vericker*
  - B. District Engineer: *AM Engineering, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 15, 2020 at 10:00 A.M.

○ QUORUM CHECK

John Peshkin	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Brian F. Watson	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Samantha P. Hays	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Alexander Hays	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
Daniel Peshkin	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,

*Cindy Carbone*  
Cindy Carbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:**  
**CALL-IN NUMBER: 1-888-354-0094**  
**CONFERENCE ID: 8518503**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

## ASSIGNMENT AND ASSUMPTION OF ENGINEERING SERVICES AGREEMENT

This Assignment is made effective as of the 1st day of November 2019 by and between AM Engineering, Inc., a Florida corporation ("**Assignor**") and AM Engineering, LLC, a Tennessee limited liability company ("**Assignee**").

### Recitals

**WHEREAS**, Vanguard Land, LLC, a Florida limited liability company ("**Vanguard**"), entered into that certain Engineering Services Agreement with Assignor executed and dated as of December 29, 2010, for the design of private and public infrastructure (the "**Agreement**");

**WHEREAS**, by virtue of Assignment of Engineering Services Agreement dated November 11, 2011, Vanguard assigned to Lake Awesome Land Partners, LLC, a Florida limited liability company ("**Lake Awesome**"), all of Vanguard's rights and obligations under the Agreement;

**WHEREAS**, Lake Awesome and Assignor amended the Agreement on November 12, 2011, November 19, 2012, April 15, 2013, May 28, 2013, and February 19, 2014;

**WHEREAS**, by virtue of Assignment of Engineering Services Agreement dated July 30, 2014, Lake Awesome assigned to LALP Development, LLC, a Florida limited liability company ("**LALP**"), all of Lake Awesome's rights and obligations under the Agreement;

**WHEREAS**, LALP and Assignor amended the Agreement on July 31, 2014, October 20, 2014, and October 31, 2014;

**WHEREAS**, by virtue of that certain Partial Assignment and Assumption dated October 31, 2014, LALP assigned to the Toscana Isles Community Development District (the "**District**") LALP's rights and obligations under the Agreement with respect to the public infrastructure contemplated thereby;

**WHEREAS**, LALP and Assignor amended the Agreement on May 12, 2015, February 3, 2017, September 17, 2018 and June 18, 2019;

**WHEREAS**, The District and Assignor amended the Agreement on May 12, 2015, February 3, 2017, September 17, 2018 and June 18, 2019;

**WHEREAS**, Assignee has requested and Assignor has agreed to assign to Assignee all of Assignor's rights and obligations under the Agreement with respect to the design of the remaining private and public infrastructure contemplated by the Agreement.

**Now therefore** for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are accurate and are hereby incorporated into this Assignment for all purposes.

2. **Assignment of the Agreement with the District.** Assignor hereby assigns to Assignee all of Assignor's rights, title, interest and obligations in, to, and under the Agreement with respect to the public infrastructure contemplated thereby to be provided to the District. Notwithstanding the foregoing, Assignor shall remain liable for any claims, demands, liabilities, damages, or causes of action, including attorney's fees, with respect to the Agreement arising before the date of this Assignment.

3. **Assignment of the Agreement with LALP.** Assignor hereby assigns to Assignee all of Assignor's rights, title, interest and obligations in, to and under the Agreement with respect to the public and private infrastructure contemplated thereby to be provided to LALP. Notwithstanding the foregoing, Assignor shall remain liable for any claims, demands, liabilities, damages, or causes of action, including attorney's fees, with respect to Assignor's obligations under the Agreement arising before the date of this Assignment.

4. **Assumption of the Agreement with the District.** Assignee hereby assumes all of the obligations of Assignor under the Agreement with respect to the design of the public infrastructure contemplated thereby to be provided to the District. Assignee agrees that Assignee shall be liable for any claims, demands, liabilities, damages, or causes of action, including attorney's fees, with respect to Assignor's and Assignee's obligations under the Agreement arising before and after the date of this Assignment.

5. **Assumption of the Agreement with LALP.** Assignee hereby assumes all of the obligations of Assignor under the Agreement with respect to the design of the public and private infrastructure contemplated thereby to be provided to LALP. Assignee agrees that Assignee shall be liable for any claims, demands, liabilities, damages, or causes of action, including attorney's fees, with respect to Assignor's and Assignee's obligations under the Agreement arising before and after the date of this Assignment.

6. **District's Consent and Acknowledgment.** District hereby joins in this Assignment to evidence its consent to, and acknowledgment of the assignments herein and the District's tax-exempt status with respect to payment of sales tax on materials. Assignee agrees to work with the District, whenever feasible, to permit the District to directly purchase materials utilizing the District's sales tax exemption. Assignor has agreed to continue to provide Professional Liability insurance for work previously performed under the Agreement through the end of its existing insurance policy, and to provide a Professional Liability tail insurance policy to District for a period of 3 years after the effective date of this Assignment, as more particularly described in the attached **Exhibit "A."**

7. **LALP's Consent and Acknowledgment.** LALP hereby joins in this Assignment to evidence its consent to, and acknowledgment of the assignments herein. Assignor has agreed to continue to provide Professional Liability insurance for work previously performed under the Agreement through the end of its existing insurance policy, and to provide a Professional

Liability tail insurance policy to District for a period of 3 years after the effective date of this Assignment, as more particularly described in the attached **Exhibit "A."**

8. **Third Party Beneficiaries.** The District and LALP are third party beneficiaries of this Assignment, and can rely upon the rights granted herein to the District and LALP. The District and LALP may rely upon this Assignment in enforcing their respective rights under the Agreement. Notwithstanding anything to the contrary contained herein, amendments to the Agreement listed above and any other amendments to the Agreement executed by the parties shall be included in the definition of "Agreement."

9. **Public Records.** As required under Section 119.0701, Florida Statutes, Assignee shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Assignee does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Assignee upon termination of this Agreement and 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 the information technology systems of the District.

**IF THE ASSIGNEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSIGNEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 561 571-0010, OR BY EMAIL AT INFO@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, #410W, BOCA RATON, FLORIDA 33431.**

10. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. This Assignment may be executed and transmitted via email or facsimile, and the signature of any party transmitted via email or facsimile will constitute an original signature and delivery for all purposes.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

Attest:

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

Name: \_\_\_\_\_

Secretary/Assistant Secretary

**AM ENGINEERING, INC.**

A Florida corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

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

Name: \_\_\_\_\_

**AM ENGINEERING, LLC,**  
a Tennessee limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND CONSENTED TO BY:**

**Attest:**

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

Daniel Peshkin  
As Assistant Secretary

**TOSCANA ISLES COMMUNITY DEVELOPMENT  
DISTRICT**

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

Samantha P. Hays  
As Chair of the Board of Supervisors

**Attest:**

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

Print Name: \_\_\_\_\_

**LALP DEVELOPMENT, LLC**  
A Florida limited liability company

By: Vanguard Realtors, LLC  
A Florida limited liability company  
Its Manager

\_\_\_\_\_  
By: John R. Peshkin  
As its Manager



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2019**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2019**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2014	Capital Projects Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 54,003	\$ -	\$ -	\$ -	\$ -	\$ 54,003
Investments						
Reserve	-	714,170	856,884	-	-	1,571,054
Interest	-	-	11,806	-	-	11,806
Prepayment	-	270	-	-	-	270
Revenue	-	78,583	16,609	-	-	95,192
Construction	-	-	-	1	9,419,484	9,419,485
Due from general fund	-	30,045	-	-	-	30,045
Assessments receivable						
DR Horton	2,407	-	-	-	-	2,407
Various lots	827	12,246	-	-	-	13,073
Undeposited funds	2,905	-	-	-	-	2,905
Total assets	<u>\$ 60,142</u>	<u>\$ 835,314</u>	<u>\$ 885,299</u>	<u>\$ 1</u>	<u>\$ 9,419,484</u>	<u>\$11,200,240</u>
<b>LIABILITIES</b>						
Liabilities:						
Retainage payable	\$ -	\$ -	\$ -	\$ -	\$ 126,869	\$ 126,869
Due to Developer	2,500	-	-	-	-	2,500
Due to debt service fund	30,045	-	-	-	-	30,045
Total liabilities	<u>32,545</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>126,869</u>	<u>159,414</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	3,234	12,246	-	-	-	15,480
Total deferred inflows of resources	<u>3,234</u>	<u>12,246</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,480</u>
<b>FUND BALANCES</b>						
Restricted for:						
Debt service	-	823,068	885,299	-	-	1,708,367
Capital projects	-	-	-	1	9,292,615	9,292,616
Unassigned	24,363	-	-	-	-	24,363
Total fund balances	<u>24,363</u>	<u>823,068</u>	<u>885,299</u>	<u>1</u>	<u>9,292,615</u>	<u>11,025,346</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 60,142</u>	<u>\$ 835,314</u>	<u>\$ 885,299</u>	<u>\$ 1</u>	<u>\$ 9,419,484</u>	<u>\$11,200,240</u>

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2019**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy	\$ 1,344	\$ 1,344	\$ 37,416	4%
Assessment levy: off-roll	16,212	32,332	64,846	50%
Interest and miscellaneous	1	2	-	N/A
Total revenues	<u>17,557</u>	<u>33,678</u>	<u>102,262</u>	33%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	3,537	7,075	42,448	17%
Debt service fund accounting	625	1,250	7,500	17%
Legal	-	-	6,000	0%
Engineering	-	-	1,000	0%
Audit	-	-	4,200	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	333	2,000	17%
Trustee	-	-	9,000	0%
Telephone	16	33	200	17%
Postage	-	10	500	2%
Printing & binding	42	83	500	17%
Legal advertising	87	87	1,200	7%
Annual special district fee	-	175	175	100%
Insurance	-	6,613	7,090	93%
Contingencies/bank charges	29	56	500	11%
Website	-	705	705	100%
ADA website compliance	-	-	200	0%
Tax collector	20	20	585	3%
Total professional & administrative	<u>4,523</u>	<u>16,440</u>	<u>84,553</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	13,034	17,238	17,709	
Fund balances - beginning	11,329	7,125	8,601	
Assigned				
Three months working capital	24,363	24,363	26,310	
Fund balances - ending	<u>\$ 24,363</u>	<u>\$ 24,363</u>	<u>\$ 26,310</u>	

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014  
FOR THE PERIOD ENDED NOVEMBER 30, 2019**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 27,739	\$ 27,739	\$ 772,110	4%
Assessment levy: off-roll	4,082	6,803	16,328	42%
Interest	1,421	2,796	-	N/A
Total revenues	<u>33,242</u>	<u>37,338</u>	<u>788,438</u>	5%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	165,000	165,000	165,000	100%
Interest	297,838	297,838	590,931	50%
Tax collector	415	414	12,064	3%
Total expenditures	<u>463,253</u>	<u>463,252</u>	<u>767,995</u>	
Excess/(deficiency) of revenues over/(under) expenditures	(430,011)	(425,914)	20,443	
Fund balances - beginning	<u>1,253,079</u>	<u>1,248,982</u>	<u>1,237,827</u>	
Fund balances - ending	<u>\$ 823,068</u>	<u>\$ 823,068</u>	<u>\$ 1,258,270</u>	

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED NOVEMBER 30, 2019**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,141,538	0%
Interest	1,978	4,133	-	N/A
Total revenues	<u>1,978</u>	<u>4,133</u>	<u>1,141,538</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	<u>445,769</u>	<u>445,769</u>	<u>891,538</u>	50%
Total expenditures	<u>445,769</u>	<u>445,769</u>	<u>891,538</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	(443,791)	(441,636)	250,000	
Fund balances - beginning	<u>1,329,090</u>	<u>1,326,935</u>	<u>1,310,725</u>	
Fund balances - ending	<u>\$ 885,299</u>	<u>\$ 885,299</u>	<u>\$ 1,560,725</u>	

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2014  
FOR THE PERIOD ENDED NOVEMBER 30, 2019**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	1	1
Fund balances - ending	<u><u>\$ 1</u></u>	<u><u>\$ 1</u></u>

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED NOVEMBER 30, 2019**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 15,420	\$ 32,532
Total revenues	<u>15,420</u>	<u>32,532</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>652,517</u>	<u>652,517</u>
Total expenditures	<u>652,517</u>	<u>652,517</u>
Excess/(deficiency) of revenues over/(under) expenditures	(637,097)	(619,985)
Fund balances - beginning	<u>9,929,712</u>	<u>9,912,600</u>
Fund balances - ending	<u><u>\$ 9,292,615</u></u>	<u><u>\$ 9,292,615</u></u>



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**8C**

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE****LOCATION***offices of Vanguard Land, LLC, 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 2, 2019 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>October 16, 2019</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 6, 2019 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 20, 2019</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 4, 2019</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 18, 2019</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 8, 2020*</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 15, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 5, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 19, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 4, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 18, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 1, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 15, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 6, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 20, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 3, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June 17, 2020	Regular Meeting	10:00 AM
July 1, 2020	Regular Meeting	10:00 AM
July 15, 2020	Public Hearing & Regular Meeting	10:00 AM
August 5, 2020	Regular Meeting	10:00 AM
August 19, 2020	Regular Meeting	10:00 AM
September 2, 2020	Regular Meeting	10:00 AM
September 16, 2020	Regular Meeting	10:00 AM

**Exception:**

*\*First Meeting in January is scheduled one week later to accommodate New Year's Day holiday.*