

**TOSCANA ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**November 18, 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

November 11, 2020

Board of Supervisors
Toscana Isles Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on November 18, 2020, *immediately following the Landowners' Meeting scheduled to commence 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. Administration of Oath of Office to Newly Elected Supervisors [SEATS 2, 4 & 5], *(the following to be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2021-02, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date
6. Consideration of Resolution 2021-03, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Sarasota National Community Development District, and Providing for an Effective Date

- 7. Consideration of Resolution 2021-04, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020
- 8. Approval of Requisition(s)
- 9. Ratification of Contract(s)/Change Order(s)/Purchase Order(s)/Proposal(s)
 - A. Curbco, Inc., Proposal for Curb Repairs
 - B. DLS Construction, Inc., Contract for Mailbox Roof Project
 - C. Lopez Painting, LLC, Contract for Mailbox Structure Painting Project
 - D. AM Engineering, Inc., Contract Amendment for Western Tract Lift Station Redesign (\$5,000)
- 10. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 11. Approval of Minutes
 - A. October 7, 2020 Telephonic Public Meeting
 - B. October 21, 2020 Regular Meeting
- 12. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *AM Engineering, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 2, 2020 at 10:00 A.M.

○ QUORUM CHECK

SEAT 1	Daniel Peshkin	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	Jeffrey Sweater	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 3	Alex Hays	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 4	Michael LaBoe	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 5*		<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

**Seat 5 subject to Landowners' Meeting on November 18, 2020*

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

*Board of Supervisors
Toscana Isles Community Development District
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Should you have any questions, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,
Cindy Cerbone
Cindy Cerbone
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**

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RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Toscana Isles Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 18, 2020, and the below recited person was duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Seat 5 Votes _____

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

_____ 4-Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

Adopted this 18th day of November, 2020.

ATTEST:

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisor

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-03

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Toscana Isles Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT:

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Daniel Rom is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 18th day of November, 2020.

ATTEST:

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND
ENDING SEPTEMBER 30, 2020**

WHEREAS, on July 17, 2019, pursuant to Resolution 2019-13, the Board of Supervisors (hereinafter referred to as the “Board”) of the Toscana Isles Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2019/2020; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2019/2020 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. The Fiscal Year 2019/2020 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2020 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 18th day of November, 2020.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9A



CURBCO, INC

8008 34th Avenue East , Bradenton, FL 34211
941 747-4848 Fax 941 747-4850

DATE: 10/29/2020

EMAIL: ahays@vanguardland.com

TO: Toscana Isles Community Development District
2300 Glades Road
Suite 410W
Boca Raton FL 33431

JOB: 8782 - Toscana Isles R&R Walk

ATTN: Alexander Hays

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

- 1) Surveying done by others is to include tack & hubs at a maximum spacing of 50 LF, closer on radii. Cut & fill for all curb grades are required on lathe stakes - our preference is edge of pavement grade w/3' offset back of curb.
- 2) Grading, excavation, compacting, testing, MOT, etc. provided by others.
- 3) Area not accessible by Ready-Mix trucks are subject to pump charges.
- 4) Curb left out to accommodate others will be priced as hand work and/or mobilization fee.
- 5) If mandatory, safety meetings are required (on or off site) additional charges of \$25.00 per hour per individual will apply.
- 6) Final pricing is determined per unit price per field measure, upon completion unless otherwise noted.
- 7) Any alteration / deviation from the listed specifications involving extra costs or significantly increased material costs will become over and above the estimate.

Description	Appx Qty	Unit	Price	Total
Remove and Replace Miami Curb	775.00	LF	\$40.00	\$31,000.00
			Grand Total	\$31,000.00

Pricing good through 2020.

Toscana Isles Community Development District

Alexander Hays, as Chair Board of Supervisors

Owners carry fire tornado & other necessary insurances upon the above work. Worker's Comp and Liability Insurance on the above is taken out by:

CoAdvantage Corporation: AMERICAN ZURICH INSURANCE COMPANY &
BEN BROWN INSURANCE AGENCY, INC.: SOUTHERN OWNERS INSURANCE CO. & OWNERS INS. CO.

Must list Toscana Isles Community Development District as additional insured.
Jim Kersey

CURBCO, INC.

LIC # MC00263

ACCEPTANCE BY: _____

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9B

CONTRACT

THIS CONTRACT is made and entered into this ²⁹ day of October 2020, between **Toscana Isles Community Development District**, a Florida community development district herein called "District", and **DLS Construction, Inc.**, a Florida company, "Contractor". For and in consideration of the mutual covenants and conditions contained herein, District and Contractor agree as follows:

ARTICLE 1 – THE PROJECT AND SCOPE OF CONTRACTORS WORK. Contractor shall furnish all supervision, labor, tools, equipment, machinery, transportation, materials, parts, permits, licenses, and all related and necessary items to complete the work specified in **EXHIBIT A – Scope of Work** (the "Work"). The Work is in connection with the **Toscana Isles Mailbox Roof**, located in **Venice, FL 34275** herein called the "Project". Such Work shall be performed and materials furnished in strict accordance with this Contract, and the plans, specifications, schedules and drawings prepared by **Apex Consulting Engineers BRD LLC** dated July 16, 2020 which when approved by District are made a part of this Contract by reference. Contractor shall perform all Work in full compliance with all applicable Local, State and National Building Codes and Regulations, all manufacturer's recommendations and the best practices of the Industry. The Contractor shall comply with all applicable Local, State and National Building Codes and Regulations whether or not the specifications, schedules and other Contract Documents are in conformity with same.

ARTICLE 2 – TIME. Contractor shall diligently pursue completion of the Work pursuant to the Schedule attached hereto as (**EXHIBIT B – Project Schedule**).

ARTICLE 3 – PROSECUTION OF THE WORK. (a) All Work shall be done under the general supervision and direction of Contractor. Contractor shall at all times furnish adequate, qualified job-site supervision to direct the Work. The decision of District about the meaning of the drawings and specifications shall be final. Contractor shall abide by any additional specifications, drawings or explanations furnished by District to illustrate the Work to be done. (b) Work to be performed hereunder shall be commenced upon request of District. Contractor shall prosecute the Work in a diligent, efficient and workmanlike manner. Contractor shall not delay or interfere with the Work of District or any other contractor directly engaged by District. (c) IT IS EXPRESSLY AGREED THAT TIME IS OF THE ESSENCE OF THIS CONTRACT. The payment of consideration under this Contract is executory and conditioned upon completion of the Contract and completion of the Work as specified therein. (d) If Contractor's performance of this Contract is delayed by acts of District or other contractors directly engaged by District, Contractor may request an extension of time for performance, but he shall not be entitled to an increase in the Contract price or damages or additional compensation because of the delay. No extension of time shall be allowed Contractor unless he makes written request to District within 48 hours after the reason for the extension occurs. (e) District shall not be liable to Contractor for delay to or termination of Contractor's work by the act, neglect or default of the District, Architect or Engineer, or because of fire or other casualty, riots, strikes or combined section of the workmen or others, acts of God, any other cause beyond District's control, or any circumstance caused or contributed to by Contractor. (f) Contractor should not be held liable for negligence or default of District or Engineer or acts of God that are outside of Contractor's reasonable control.

ARTICLE 4 – PAYMENT. (a) District shall pay Contractor for complete performance of this Contract the lump sum amount of **\$10,855.00 plus the cost of the building permit**, pursuant to **EXHIBIT C**. Contractor shall submit written requests for payment in the form of an invoice upon completion of the phases of Work contained in **EXHIBIT C**. Contractor shall submit written requests for payment upon completion of each phase of work, including acceptance of the Work by the District and issuance of required certificates from all Governmental authorities. Within 30 days after written request for payment and confirmation from the District that the work was properly performed, the District shall pay Contractor.

ARTICLE 5 – CHANGE ORDERS. No changes are valid except upon written order from the District and signed by both parties. This requirement cannot be waived orally or deemed to be waived by act of the parties. District is not liable to Contractor for extra work or materials furnished without a signed written order. Any increase or decrease in the Contract price resulting from the change shall be agreed on in writing.

ARTICLE 6 – WARRANTIES. The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality. Contractor hereby grants to Owner a one-year warranty for all installed materials and equipment. Contractor shall replace any material which dies or is not thriving one-year from final payment on this Agreement.

ARTICLE 7 – APPROVALS. (a) Contractor shall submit to District for approval all required shop drawings, submittal data, catalogs and samples, etc. required by the Contract Documents or that are necessary for satisfactory performance of the Project, as they become available.

ARTICLE 8 – CONTRACTOR'S ACCEPTANCE OF CONDITIONS. Contractor acknowledges and agrees that he has carefully examined the site where the Work is to be performed in order to fully satisfy himself that such site is suitable for the Work to be performed, and Contractor hereby accepts such site in "as is" condition and assumes full responsibility therefor.

ARTICLE 9 – CLEAN-UP. Contractor shall clean daily and remove from the project site or deposit in approved containers on the site all rubbish and surplus materials that accumulate from the work under this Contract as directed by District.

ARTICLE 10 – SAFETY. (a) Contractor shall provide safe and sufficient facilities at all times for inspection of the Work by District, Architect, Engineer or their representatives. Contractor shall take all safety measures required by District or the Florida Department of Commerce safety rules and shall comply with the Federal Occupational Safety and Health Act and any rules made pursuant to it. (b) The Contractor shall also take all reasonable safety precautions with respect to his Work and shall comply with all reasonable safety measures initiated by District and all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property and shall be responsible to the District for reimbursement of any damages suffered by District as the result of failure to comply with the terms of this Article.

ARTICLE 11 – PROTECTION OF WORK. Contractor shall use commercially reasonable efforts to protect the Work until final completion and acceptance by District and shall make good or replace any damage to the Work that occurs before the final acceptance at no expense to the District, unless such loss is caused by an act of God, or by the negligence of the District.

ARTICLE 12 – POSSESSION. When it is useful or necessary for District to do so, he may occupy or use any part of the project that is either partly or fully completed by Contractor before final inspection and acceptance by District, but the use or occupation shall not relieve Contractor from his guarantee of the work and materials nor his obligation to make good any defect in materials or workmanship or both that develops before District's release from responsibility to District.

ARTICLE 13 – INSURANCE. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance (and in accordance with such requirements) set forth on the Schedule of Insurances described on Exhibit D to the Contract.

If the cause of any loss payment under any insurance obtained by the District is the fault of the Contractor of an entity or person under the control of the Contractor, the Contractor shall be responsible for such deductible, including but not limited to loss resulting from the failure of the Contractor to have reasonably adequate safety or security on the Project site.

ARTICLE 14 – WAIVERS OF SUBROGATION. The District (if permitted by the District's insurance company, without penalty) and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to Article 13 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the District in good faith. However, this waiver shall not apply to property insurance purchased by the District after completion of the Work or final payment under the Contract, whichever comes first. The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the District. The policies shall provide such waivers of subrogation by endorsement or otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 15 – TAXES. Contractor is an independent contractor. Contractor shall pay all taxes and contributions required of District or Contractor by the Federal Social Security Act and unemployment compensation laws or any similar State law for the employees of Contractor in the performance of this contract. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in his part of the work. District may elect to purchase any or all materials directly. If District elects to purchase material directly, a Change Order shall reduce the Contract sum by the cost of such materials and the sales taxes thereon that would have been payable if Contractor purchased the materials, plus any mark-up of the Contractor on such materials. Further the Contractor acknowledges and agrees that the District is an organization that is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Project to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such direct District purchases. All savings realized by the District as a result of such direct District purchases shall inure to the benefit of the District, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to the Sales Tax. In the event Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne by the Contractor and shall be credited to the District against the Contract Sum.

ARTICLE 16 – RELEASE OF LIENS. (a) Contractor shall deliver the Work and materials to District free of all claims, security agreements, encumbrances or liens. Contractor shall defend all actions to establish claims regarding the Work, and Contractor shall pay any claim or lien so established at his own cost and expense. Contractor shall indemnify District, and hold District harmless from and against any and all claims, actions, losses, expenses, and attorneys' fees which either or both may incur or which may result from the assertion of any such claim, security agreement, encumbrance or lien. (b) Contractor agrees to execute such number and form of waivers and affidavits to evidence this release of lien as attached in Exhibit E, or on other forms to be supplied by District. A final waiver and release of lien on a form satisfactory to District must be submitted before disbursement of final payment. Contractor further agrees to secure from his contractors and materialmen similar waivers and affidavits. District shall be a third party beneficiary of this waiver of lien provision. (c) If at any time any claim of lien is filed for labor, services or materials, Contractor shall, within 48 hours of the filing of said lien, either satisfy the lien in full or transfer the lien to security pursuant to Section 713.24, Florida Statutes. If Contractor fails to do so, District shall have the right to retain out of any payment due or to become due an amount sufficient to satisfy such lien or claim, and to charge or deduct all expenses and costs, including reasonable attorneys' fees, incurred by District to transfer such lien or claim to security or to defend against such lien or claim. Should any claims or liens develop after all payments are made, Contractor shall, upon the request of District, refund to District all monies that District may be compelled to pay in discharging such claims or liens, including costs and reasonable attorneys' fees, incurred by District in discharging such claim or lien, or incurred in collecting said monies from the Contractor.

ARTICLE 17 – ASSIGNMENT. Contractor shall not assign or sublet this contract in whole or in part, or the proceeds of it, without the prior written consent of District. Contractor shall be as fully responsible to District for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. District may assign this Contract without the prior written consent of Contractor. In the event District assigns this Contract, District shall provide notice to Contractor of the assignment.

ARTICLE 18 – DEFAULT AND TERMINATION. (a) District reserves the right to terminate this Contract for any reason at any time. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or Work under this Contract is terminated, and the date upon which such termination becomes effective. If District terminates the Contract, they may contract with another contractor to complete the Work or complete the Work himself, and in either event, may take possession of all materials, supplies, on the project site to complete the Work. After receipt of a Notice of Termination, and except as otherwise directed by District, Contractor shall: (1) stop work under this contract on the date and to the extent specified in the Notice of Termination. (2) Place no further orders or contracts for materials, services, labor, equipment or facilities except as is directed by District. (3) Terminate all orders and contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination. (4) Assign to District, in the manner, at the times, and to the extent directed by District, all of the right, title and interest of Contractor under orders and contracts so terminated, in which case District shall have the right, in his discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts. In the event this Contract is terminated, Contractor shall only be paid its Fee for the Work completed prior to termination.

ARTICLE 19 – INDEMNIFICATION. Contractor shall indemnify and hold harmless the District and all of its agents from and against all claims, damages, losses and expenses, and shall pay all of their attorneys' fees for all legal actions arising out of or resulting from the performance or failure in performance, breach or any act or omission of Contractor or any of his agents, sub-contractors, or employees under this Contract, including, but not limited to any claim, damage, loss, attorneys' fee or expense which: 1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Contractor's work itself) including the loss of use resulting therefrom, and, 2) is caused in whole or in part by any negligent or intentional act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable; or 3) is incurred under unemployment compensation or workmen's compensation laws or social security laws in connection with Contractor's employees, including a sum equal to benefits paid to those who were Contractor's employees when the benefit payments are charged to District under any merit plan or to his individual reserve account or otherwise pursuant to any laws. One Hundred Dollars of the consideration under this agreement is the specific consideration for this indemnity, and the consideration for limitation of liability under this part shall be Two Million Dollars. The obligations of indemnity provided for in this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

ARTICLE 20 – LEGAL ACTIONS. If any party to this Contract commences an action to force this Contract or any provision hereof, or other performance thereof, then the prevailing party shall be entitled to an award by the court of attorneys' fees and expert fees.

ARTICLE 21 – ENTIRE AGREEMENT. This Contract and the Contract Documents as defined herein contain the entire agreement between the parties and no prior written or oral proposal, agreements, representations or statements made by any of District's officers or agents before execution of this Contract are valid unless the representation or statement is contained in this

Contract or the Contract Documents. Captions of articles are for convenience and are not part of this Contract. Singular number and masculine gender are used in this Contract and include any number and gender as the context may require.

ARTICLE 22 – THIRD PARTY BENEFICIARY. Neither this Contract, nor any part of it, shall give any third parties, other than District, any claim, demand or right of action against District or Contractor beyond those that exist in the absence of this Contract.

ARTICLE 23 – NOTICE. When this Contract provides for notice, it shall be given by: (a) registered or certified mail, addressed to the place designated in the signature block, below; or (b) email; or (c) orally to Contractor's representative at the project site in an emergency; or (d) telephone to Contractor in an emergency. Such oral notice shall be promptly confirmed in writing in accordance with either subparagraphs (a) or (b).

ARTICLE 24 – RESTRICTIONS. Contractor agrees to abide by the following restrictions as to itself and all its employees and agents whenever on the job site: (a) no radios or portable stereos shall be used on the job site, (b) no animals shall be allowed on the job site, (c) all speed limits shall be obeyed, on all roads, and all company and personal vehicles shall be operated cautiously and safely, (d) only the designated construction access areas shall be utilized, (e) the hours of work shall be reasonable as determined from time to time by District, and (f) any other reasonable restrictions required by District.

ARTICLE 25 – GOVERNING LAW. This Contract is governed by Florida Law.

ARTICLE 26 – VENUE. Any legal proceeding arising from this Contract shall be brought only in a court of competent jurisdiction in Sarasota County, Florida.

ARTICLE 27 – DEVOLUTION. This Contract binds the parties, their heirs, personal representatives, successors and assigns.

DLS CONSTRUCTION, INC.

a Florida Corporation
(Contractor)

BY: 

PRINTED NAME: DAVID SASSER

ITS: OWNER

CONTRACTOR

2953 Hanson St.
Unit B
Fort Myers, FL 33916
dave@dlsin.com

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT,

a Florida community development district
(District)

BY: 

PRINTED NAME: Alexander Hays

ITS: Chair, Board of Supervisors

DISTRICT

6561 Palmer Park Circle, Suite B.
Sarasota, FL 34238
ahavs@vanguardland.com

EXHIBIT A
Scope of Work Included in Lump Sum

The Scope of Work shall include:

1. Contractor shall provide all labor and materials to stucco the Toscana mailbox structure pursuant to Apex plans, including but not limited to the following:
 - a. Stucco finish to match adjacent clubhouse
 - b. 7/8" minimum stucco over rib lathe on soffits and ceiling
 - c. 40 mil sand finish foam corbels at eave overhangs
 - d. Provide and install soffit vents per plans
 - e. All installation shall be in accordance with manufacturer's recommendations and standard industry practices

EXHIBIT B
Project Schedule

Contractor shall complete work within 5 working days.

EXHIBIT C
Schedule of Values

Contractor may invoice upon the completion of the Work the lump sum contract price of \$10,855.00.

EXHIBIT D
Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory amounts and coverages required by Florida law.
2. Comprehensive General Liability on an occurrence basis, including coverage for direct operations, sublet portions of the Work and contractual liability with limits not less than those stated below:
 - a. Bodily injury liability-including personal and advertising injury in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage.

Products and completed operations liability insurance in the minimum amount of \$1,000,000, which shall continue in force for **one year after** Substantial Completion of the work. General Aggregate limits shall apply on a per project basis.
3. If any of the work is subcontracted, Contractor's Protective Liability Insurance must be with limits specified above in 1. and 2.
4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
5. Comprehensive Automobile Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability in the minimum amount of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each accident, and;
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each accident, or;
 - c. Combined Single Limit in the minimum amount of one million dollars (\$1,000,000.00) for each accident.

Liability insurance for the comprehensive General Liability and Comprehensive Automobile Liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits required for the Umbrella Liability or Excess Liability Insurance policy.

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial *per project* general liability insurance on ISO form CG 00 01 10 01 (or a substitute from providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) **naming the Contractor and the Owners as Additional Insureds** thereunder. Additional insured coverage shall apply as *primary* insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Florida and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Owner or Contractor will be given 30 days written notice if the policy is cancelled. Subcontractor shall obtain from each of its insurers a *Waiver of Subrogation* on Commercial General Liability, Automobile Liability, Umbrella Liability or Excess Liability Insurance and Worker's Compensation in favor of Owner and Contractor with respect to losses arising out of or in connection with work performed under this contract.

EXHIBIT E
Partial and Final Releases of Lien

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who, after being by me first duly sworn, deposes and says of Affiant's personal knowledge that:

1. Affiant is an Authorized agent of _____, a _____, which does business in the State of Florida ("Contractor") and is authorized to execute this Affidavit.

2. Contractor, pursuant to a contract (the "Contract") with Toscana Isles Community Development District, a Florida Community Development District ("District"), has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements as more particularly set forth in the Contract.

3. The undersigned Contractor, in consideration of the sum of _____ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ to District on the following real property:

Toscana Isles

Street Address: 899 Knights Trail Road, Venice, Florida 34275

4. This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

SIGNED, SEALED and DELIVERED this ___ day of _____, _____.

SWORN TO AND SUBSCRIBED before me this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,
and my commission expires on _____.

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida
County of Sarasota

Before me, the undersigned authority, personally appeared, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ (title), of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor".
2. Contractor, pursuant to a contract ("Contract") with Toscana Isles Community Development District, hereinafter referred to as the "District," has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements as more particularly set forth in the Contract and Notice of Commencement recorded in the Official Records as Instrument # _____, Public Records of Sarasota County, Florida (the "Notice of Commencement") to the real property located described in the Notice of Commencement.
3. This affidavit is executed by the Contractor in accordance with Section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the District in the amount of \$ _____.
4. Contractor represents that all work required to be performed under the Contract has been fully performed, construction of all improvements described in the Notices of Commencement have been completed, and all lienors under the Contract have been paid in full.
5. In consideration of final payment to Contractor in the amount of \$ _____ and all other previous payments paid by District to Contractor, Contractor does hereby waive, release, and relinquish Contractor's rights to any claim or demand or right to impose a lien or liens for work done or materials or services furnished or any other class of lien whatsoever, on any of the property owned by District on which improvements have been constructed in connection with the Contract and the Notices of Commencement.
6. Affiant has authority to execute a full and final release of lien for and on behalf of Contractor.
7. Affiant makes this Affidavit and Release of Lien pursuant to Chapter 713, Florida Statutes.

Signed, sealed, and delivered this ____ day of _____, _____.

Print Name:

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,
and my commission expires on _____.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9C

CONTRACT

THIS CONTRACT is made and entered into this 10 day of November 2020, between Toscana Isles Community Development District, a Florida community development district herein called "District", and Lopez Painting, LLC, a Florida company, "Contractor". For and in consideration of the mutual covenants and conditions contained herein, District and Contractor agree as follows:

ARTICLE 1 – THE PROJECT AND SCOPE OF CONTRACTORS WORK. Contractor shall furnish all supervision, labor, tools, equipment, machinery, transportation, materials, parts, permits, licenses, and all related and necessary items to complete painting of the Toscana Isles Mailbox Roof, located in Venice, FL 34275, as more particularly described in EXHIBIT A, herein called the "Project". Such Work shall be performed and materials furnished in strict accordance with this Contract. Contractor shall perform all Work in full compliance with all applicable Local, State and National Building Codes and Regulations, all manufacturer's recommendations and the best practices of the Industry. The Contractor shall comply with all applicable Local, State and National Building Codes and Regulations whether or not the specifications, schedules and other Contract Documents are in conformity with same.

ARTICLE 2 – TIME. Contractor shall diligently pursue completion of the Work pursuant to the Schedule attached hereto as (EXHIBIT B – Project Schedule).

ARTICLE 3 – PROSECUTION OF THE WORK. (a) All Work shall be done under the general supervision and direction of Contractor. Contractor shall at all times furnish adequate, qualified job-site supervision to direct the Work. The decision of District about the meaning of the drawings and specifications shall be final. (b) Work to be performed hereunder shall be commenced upon request of District. Contractor shall prosecute the Work in a diligent, efficient and workmanlike manner. (c) IT IS EXPRESSLY AGREED THAT TIME IS OF THE ESSENCE OF THIS CONTRACT. The payment of consideration under this Contract is executory and conditioned upon completion of the Contract and completion of the Work as specified therein.

ARTICLE 4 – PAYMENT. (a) District shall pay Contractor for complete performance of this Contract the lump sum amount of \$1,750.00 pursuant to EXHIBIT C. Contractor shall submit written requests for payment in the form of an invoice upon completion of the phases of Work contained in EXHIBIT C. Within 30 days after written request for payment and confirmation from the District that the work was properly performed, the District shall pay Contractor.

ARTICLE 5 – CHANGE ORDERS. No changes are valid except upon written order from the District and signed by both parties. District is not liable to Contractor for extra work or materials furnished without a signed written order.

ARTICLE 6 – WARRANTIES. The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality. Contractor hereby grants to Owner a one-year warranty for all installed materials and equipment. Contractor shall replace any material which dies or is not thriving one-year from final payment on this Agreement.

ARTICLE 7 – APPROVALS – INTENTIONALLY DELETED

ARTICLE 8 – CONTRACTOR'S ACCEPTANCE OF CONDITIONS. Contractor acknowledges and agrees that he has carefully examined the site where the Work is to be performed in order to fully satisfy himself that such site is suitable for the Work to be performed, and Contractor hereby accepts such site in "as is" condition and assumes full responsibility therefor.

ARTICLE 9 – CLEAN-UP. Contractor shall clean daily and remove from the project site or deposit in approved containers on the site all rubbish and surplus materials that accumulate from the work under this Contract as directed by District.

ARTICLE 10 – SAFETY. (a) Contractor shall take all safety measures required by District or the Florida Department of Commerce safety rules and shall comply with the Federal Occupational Safety and Health Act and any rules made pursuant to it. (b) The Contractor shall also take all reasonable safety precautions with respect to his Work and shall comply with all reasonable safety measures initiated by District and all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property and shall be responsible to the District for reimbursement of any damages suffered by District as the result of failure to comply with the terms of this Article.

ARTICLE 11 – PROTECTION OF WORK. Contractor shall use commercially reasonable efforts to protect the Work until final completion and acceptance by District and shall make good or replace any damage to the Work that occurs before final acceptance.

ARTICLE 12 – POSSESSION – INTENTIONALLY DELETED

ARTICLE 13 – INSURANCE. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance (and in accordance with such requirements) set forth on the Schedule of Insurances described on Exhibit D to the Contract.

If the cause of any loss payment under any insurance obtained by the District is the fault of the Contractor of an entity or person under the control of the Contractor, the Contractor shall be responsible for such deductible, including but not limited to loss resulting from the failure of the Contractor to have reasonably adequate safety or security on the Project site.

ARTICLE 14 – WAIVERS OF SUBROGATION. The District (if permitted by the District's insurance company, without penalty) and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to Article 13 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the District in good faith. However, this waiver shall not apply to property insurance purchased by the District after completion of the Work or final payment under the Contract, whichever comes first. The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the District. The policies shall provide such waivers of subrogation by endorsement or otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 15 – TAXES. Contractor is an independent contractor. Contractor shall pay all taxes and contributions required of District or Contractor by the Federal Social Security Act and unemployment compensation laws or any similar State law for the employees of Contractor in the performance of this contract. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in his part of the work.

ARTICLE 16 – RELEASE OF LIENS. (a) Contractor shall deliver the Work and materials to District free of all claims, security agreements, encumbrances or liens. Contractor shall defend all actions to establish claims regarding the Work, and Contractor shall pay any claim or lien so established at his own cost and expense. Contractor shall indemnify District, and hold District harmless from and against any and all claims, actions, losses, expenses, and attorneys' fees which either or both may incur or which may result from the assertion of any such claim, security agreement, encumbrance or lien. (b) Contractor agrees to execute such number and form of waivers and affidavits to evidence this release of lien on other forms to be supplied by District. A final waiver and release of lien on a form satisfactory to District must be submitted before disbursement of final payment. Contractor further agrees to secure from his contractors and materialmen similar waivers and affidavits. District shall be a third party beneficiary of this waiver of lien provision.

ARTICLE 17 – ASSIGNMENT. Contractor shall not assign or sublet this contract in whole or in part, or the proceeds of it, without the prior written consent of District. Contractor shall be as fully responsible to District for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 18 – DEFAULT AND TERMINATION. (a) District reserves the right to terminate this Contract for any reason at any time. Any such termination shall be affected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or Work under this Contract is terminated, and the date upon which such termination becomes effective. If District terminates the Contract, they may contract with another contractor to complete the Work or complete the Work himself, and in either event, may take possession of all materials, supplies, on the project site to complete the Work. After receipt of a Notice of Termination, and except as otherwise directed by District, Contractor shall: (1) stop work under this contract on the date and to the extent specified in the Notice of Termination. (2) Place no further orders or contracts for materials, services, labor, equipment or facilities except as is directed by District. (3) Terminate all orders and contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination. (4) Assign to District, in the manner, at the times, and to the extent directed by District, all of the right, title and interest of Contractor under orders and contracts so terminated, in which case District shall have the right, in his discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts. In the event this Contract is terminated, Contractor shall only be paid its Fee for the Work completed prior to termination.

ARTICLE 19 – INDEMNIFICATION. Contractor shall indemnify and hold harmless the District and all of its agents from and against all claims, damages, losses and expenses, and shall pay all of their attorneys' fees for all legal actions arising out of or resulting from the performance or failure in performance, breach or any act or omission of Contractor or any of his agents, subcontractors, or employees under this Contract, including, but not limited to any claim, damage, loss, attorneys' fee or expense which:

1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Contractor's work itself) including the loss of use resulting therefrom, and, 2) is caused in whole or in part by any negligent or intentional act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable; or 3) is incurred under unemployment compensation or workmen's compensation laws or social security laws in connection with Contractor's employees, including a sum equal to benefits paid to those who were Contractor's employees when the benefit payments are charged to District under any merit plan or to his individual reserve account or otherwise pursuant to any laws. One Hundred Dollars of the consideration under this agreement is the specific consideration for this indemnity, and the consideration for limitation of liability under this part shall be Two Million Dollars. The obligations of indemnity provided for in this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

ARTICLE 20 – LEGAL ACTIONS. If any party to this Contract commences an action to force this Contract or any provision hereof, or other performance thereof, then the prevailing party shall be entitled to an award by the court of attorneys' fees and expert fees.

ARTICLE 21 – ENTIRE AGREEMENT. This Contract and the Contract Documents as defined herein contain the entire agreement between the parties and no prior written or oral proposal, agreements, representations or statements made by any of District's officers or agents before execution of this Contract are valid.

ARTICLE 22 – THIRD PARTY BENEFICIARY. Neither this Contract, nor any part of it, shall give any third parties, other than District, any claim, demand or right of action against District or Contractor beyond those that exist in the absence of this Contract.

ARTICLE 23 – NOTICE. When this Contract provides for notice, it shall be given by: (a) registered or certified mail, addressed to the place designated in the signature block, below; or (b) email; or (c) orally to Contractor's representative at the project site in an emergency; or (d) telephone to Contractor in an emergency. Such oral notice shall be promptly confirmed in writing in accordance with either subparagraphs (a) or (b).

ARTICLE 24 – RESTRICTIONS. Contractor agrees to abide by the following restrictions as to itself and all its employees and agents whenever on the job site: (a) no radios or animals shall be allowed, (b) all personal vehicles shall be operated cautiously and safely, (c) the hours of work shall be determined by District, and (d) any other reasonable restrictions required by District.

ARTICLE 25 – GOVERNING LAW. This Contract is governed by Florida Law.

ARTICLE 26 – VENUE. Any legal proceeding arising from this Contract shall be brought only in a court of competent jurisdiction in Sarasota County, Florida.

ARTICLE 27 – DEVOLUTION. This Contract binds the parties, their heirs, personal representatives, successors and assigns.

LOPEZ PAINTING, LLC

a Florida limited liability company
(Contractor)

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT,

a Florida community development district
(District)

BY: 

PRINTED NAME: Zacarias Lopez

ITS: _____

CONTRACTOR

639 20th Lane East
Palmetto, FL 34221
Chelopezlovee95@gmail.com

BY: 

PRINTED NAME: Alexander Hays

ITS: Chair, Board of Supervisors

DISTRICT

6561 Palmer Park Circle, Suite B.
Sarasota, FL 34238
ahays@vanguardland.com

EXHIBIT A
Scope of Work Included in Lump Sum

1. Contractor's scope of work in painting the Toscana mailbox roof structure includes but is not limited to providing all labor and materials (including paint and primer) for the following:
 - a. Paint all stucco surfaces with Loxon Primer (1 coat) and Sherwin Williams SuperPaint Exterior Latex Satin Extra White (2 coats); Color – Shoji White SW 7042.
 - b. Paint fascia with Sherwin Williams Deckscapes (2 coats); Color – Chestnut SW 3542
 - c. All paint shall be applied pursuant to manufacturer's specifications.
 - d. Contractor shall tape off all surfaces as needed to prevent overspray or application of paint on undesired surfaces.
 - e. Contractor shall provide ladders or scaffolding as needed to complete the scope of work.

EXHIBIT B
Project Schedule

Contractor shall commence work within 5 business days notice from Owner. Contractor shall complete the Scope of Work in 3 business days.

EXHIBIT C
Schedule of Values

Contractor may invoice upon the completion of the Work the lump sum contract price of \$1,750.00.

EXHIBIT D
Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory amounts and coverages required by Florida law.
2. Comprehensive General Liability on an occurrence basis, including coverage for direct operations, sublet portions of the Work and contractual liability with limits not less than those stated below:
 - a. Bodily injury liability-including personal and advertising injury in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage.

Products and completed operations liability insurance in the minimum amount of \$1,000,000, which shall continue in force for **one year after** Substantial Completion of the work. General Aggregate limits shall apply on a per project basis.
3. If any of the work is subcontracted, Contractor's Protective Liability Insurance must be with limits specified above in 1. and 2.
4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
5. Comprehensive Automobile Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability in the minimum amount of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each accident, and;
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each accident, or;
 - c. Combined Single Limit in the minimum amount of one million dollars (\$1,000,000.00) for each accident.

Liability insurance for the comprehensive General Liability and Comprehensive Automobile Liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits required for the Umbrella Liability or Excess Liability Insurance policy.

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial *per project* general liability insurance on ISO form CG 00 01 10 01 (or a substitute from providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) **naming the Contractor and the Owners as Additional Insureds** thereunder. Additional insured coverage shall apply as *primary* insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Florida and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Owner or Contractor will be given 30 days written notice if the policy is cancelled. Subcontractor shall obtain from each of its insurers a *Waiver of Subrogation* on Commercial General Liability, Automobile Liability, Umbrella Liability or Excess Liability Insurance and Worker's Compensation in favor of Owner and Contractor with respect to losses arising out of or in connection with work performed under this contract.



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Detail by Entity Name

Florida Limited Liability Company
LOPEZ PAINTING LLC

Filing Information

Document Number L18000039071
FEI/EIN Number 35-2619407
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State FL
Status ACTIVE

Principal Address

639, 20TH LANE EAST
PALMETTO, FL 34221

Mailing Address

639, 20TH LANE EAST
PALMETTO, FL 34221

Registered Agent Name & Address

WESOLOWSKI, CHELSY
639, 20TH LANE EAST
PALMETTO, FL 34221

Authorized Person(s) Detail

Name & Address

Title AMBR

WESOLOWSKI, CHELSY
639, 20TH LANE EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2019	04/20/2019
2020	06/21/2020

Document Images

[06/21/2020 -- ANNUAL REPORT](#)

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**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9D

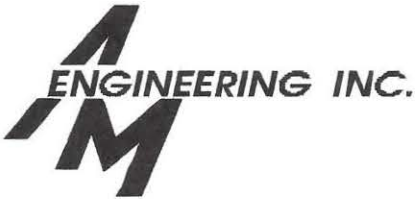


EXHIBIT A - SCOPE OF SERVICES

The following outline summarizes the proposed scope of services which shall include, but not be limited to all work necessary to complete the Project per the attached Toscana Phasing Plan. **Notwithstanding anything to the contrary, this Exhibit A shall be effective November 18, 2019 and shall replace and supersede Exhibit A attached to the agreement executed December 29, 2010 and the subsequent Exhibit A's executed November, 12 2011, November 19, 2012, April 15, 2013, May 28, 2013, February 19, 2014, July 31, 2014, October 20, 2014, October 31, 2014, May 12, 2015 and February 03, 2017, September 17, 2018, June 18, 2019, December 9, 2019 and May 08, 2020 (the "Original Agreement"). All other provisions of the Original Agreement shall remain in full force and effect.**

- I. INTENTIONALLY DELETED
- II. INTENTIONALLY DELETED
- III. INTENTIONALLY DELETED
- IV. ACOE - \$10,000.00
 - A. Prepare plans and exhibits as needed to submit to the ACOE for Phase 1
 - B. Address comments by ACOE
- V. SWFWMD - \$10,000.00
 - A. Prepare plans and exhibits as needed to submit to the SWFWMD for Phase 1
 - B. Address comments by SWFWMD
- VI. CONSTRUCTION PLANS - \$313,722.90
 - A. Prepare construction plans for the project:
 - i. Unit 1, Phase 1 - \$117,000.00
 1. Includes the following work:
 - Mass grading of Phases 1 and 2, including perimeter berms
 - Obtaining SWFWMD permit for road construction for Phases 1 and 2
 - Complete design for Phase 1
 - Redesign of utilities, earthwork and drainage
 - ii. Unit 1, Phase 2: \$13,410.00
Complete design for Phase 2
 - iii. Unit 1, Phase 3 - \$0
 - iv. Unit 1, Phase 4 - \$16,290.00
 1. Mass grading of Phase 4, including perimeter berms
 2. Obtaining SWFWMD permit for road construction for Phase 4
 3. Complete design for Phase 4
 4. Redesign of utilities, earthwork and drainage
 - v. Unit 2, Phase 5 - \$68,377.50
 - vi. Unit 2, Phase 6 - \$66,155.40
 - vii. Unit 3, Phase 7 - \$32,490.00

- B. *The above fee assumes Phases 5, 6 and 7 are completed with three sets of construction plans or less. Additional \$6,750 for each set of construction plans above 3.
- C. Construction plans shall include:
 - 1. SWFWMD Permitting for road construction and final certification
 - 2. Standard Details
 - 3. Special Details
 - 4. Pavement marking, signage and pedestrian circulation plan.
 - 5. Erosion and siltation control plans
 - 6. Preparation of construction specifications for site work
 - 7. Quantity Take-Offs
 - 8. Utility Plan and Profiles
- D. *Client may modify completed construction plans, one-time, at no cost.
- E. The fee outlined in this provision shall be payable on a percentage of work completed for each phase of development.

VII. PLAN MODIFICATIONS - \$43,244.11

- A. Additional, approved modifications to construction plans completed on or before January 2, 2014 related to the following - \$13,500:
 - i. Earthwork for overall project
 - ii. Bidding assistance
 - iii. General overall project assistance
 - iv. Sanitary sewer re-design issues
 - v. Cattail area topographic surveys
 - vi. Re-design cattail area
 - vii. FPL easement
- B. Redesign phase 5 roadway and lake banks to reduce fill requirements based on onsite availability - \$5,332.50
- C. Revisions to Gene Green buffer, berm and fence design - \$2,002.50
- D. Revisions to secondary resident entry - \$855.36
- E. Northern entry mailbox layout - \$1,500.00
- F. Western County sanitary sewer redesign - \$8,150.00
- G. Stormwater outfall redesign - \$10,000.00
- H. Existing mailbox topo - \$615.00
- I. County utility easement sketch and descriptions - \$1,288.75

VIII. PRELIMINARY PLAT - \$58,140.00

- A. Unit 1 Amendment - \$9,000.00
- B. Unit 2 - \$15,750.00
- C. Unit 2 Amendment - \$7,695.00
- D. Unit 3 - \$16,695.00
- E. Unit 2 Amendment West - \$9,000.00

IX. INTENTIONALLY DELETED

X. CONSTRUCTION ADMINISTRATION - \$116,190.00

- A. Unit 1, Phase 1 and Mass Grading for Remaining Phases - \$24,300
- B. Unit 1, Phase 2 - \$ 6,750.00
- C. Unit 1, Phase 3 - \$0
- D. Unit 1, Phase 4 - \$10,800.00
- E. Unit 2, Phase 5 - \$26,550.00
- F. Unit 2, Phase 6 - \$27,630.00

- G. Unit 3, Phase 7 - \$20,160.00
- H. In the event that the above Phases do not match the phase boundaries as depicted in the attached Toscana Phasing Plan, the above costs shall be payable pro-rata based on lineal foot of road constructed, divided by the anticipated total amount of constructed roadway for the Phase(s) involved.
- I. Construction Administration services shall include:
 - 1. Preconstruction meetings for Utility and Site Development
 - 2. Periodic Construction Observation.
 - 3. Shop drawing review.
 - 4. Review site contractor's periodic payment requests.
 - 5. Respond to contractor's questions during construction
 - 6. All applicable permitting.

XI. PROJECT CLOSEOUT - \$106,290.00

- A. Unit 1, Phase 1 and Mass Grading for Remaining - \$14,400
- B. Unit 1, Phase 2 - \$ 6,750.00
- C. Unit 1, Phase 3 - \$0
- D. Unit 1, Phase 4 - \$10,800.00
- E. Unit 2, Phase 5 - \$26,550.00
- F. Unit 2, Phase 6 - \$27,630.00
- G. Unit 3, Phase 7 - \$20,160.00
- H. In the event that the above Phases do not match the phase boundaries as depicted in the attached Toscana Phasing Plan, the above costs shall be payable pro-rata based on lineal foot of road constructed, divided by the anticipated total amount of constructed roadway for the Phase(s) involved.
- I. Project Closeout services shall include:
 - 1. Preparation of required as-built drawings.
 - 2. Final project certifications to permitting agencies.
 - 3. Project walk-through inspection and punch list preparation.
 - 4. Final site inspection for certification

XII. SURVEYING - \$25,000.00

- A. Topographic survey including lake cross section every 100 feet of lot. Cross sections shall extend a minimum of 30 feet into the lake or 30 feet beyond the proposed rear lot line, whichever is further into the water.
- B. Additional lake topographic surveys in the areas highlighted on Exhibit C.
- C. Horizontal and vertical control for construction stakeout.

XIII. INTENTIONALLY DELETED

XIV. INTENTIONALLY DELETED

XV. INTENTIONALLY DELETED

XVI. REDESIGN OF "PANHANDLE" AREA AND SOUTHERN PROPERTY LINE - \$6,750.00

- A. Provide construction plan redesign of "panhandle" area and southern property line to accommodate shifting portions of the improvements to the west and south.

XVII. CONSTRUCTION SURVEYING - \$221,580.00

- A. Unit 1, Phase 1 and mass grading of Remaining Phases - \$63,000.00

- B. Unit 1, Phase 2 - \$23,535.00
- C. Unit 1, Phase 3 - \$0
- D. Unit 1, Phase 4 - \$23,535.00
- E. Unit 2, Phase 5 - \$39,870.00
- F. Unit 2, Phase 6 - \$41,400.00
- G. Unit 3, Phase 7 - \$30,240.00
- H. Construction Surveying services shall be consistent with the scope described in Exhibit D

XVIII. ADDING 5' LOT DEPTH AND CHANGE ORDERS - \$13,500

- A. Add 5' of lot depth around lake lots.
- B. Provide plans and support for re-submission to SWFWMD and ACOE
- C. Catch up for prior and currently anticipated plan modifications and graphics

XIX. WESTERN TRACT LIFT STATION REDESIGN - \$5,000

- A. Redesign of western tract lift station based on revised County requirements.

XX. REIMBURSABLES - \$27,000.00

XXI. RECAP (Items I-XIX)

SERVICES	TOTAL
IV. ACOE	\$10,000.00
V. SWFWMD	\$10,000.00
VI. CONSTRUCTION PLANS	\$313,722.90
VII. PLAN MODIFICATIONS	\$43,244.11
VIII. PRELIMINARY PLAT	\$58,140.00
X. CONSTRUCTION ADMINISTRATION	\$116,190.00
XI. PROJECT CLOSEOUT	\$106,290.00
XII. SURVEYING	\$25,000.00
XVI. REDESIGN OF "PANHANDLE" AREA	\$6,750.00
XVII. CONSTRUCTION SURVEYING	\$221,580.00
XVIII. ADDING 5' LOT DEPTH AND CHANGE ORDERS	\$13,500.00
XIX. WESTERN TRACT LIFT STATION REDESIGN	\$5,000.00
XX. REIMBURSABLES	\$27,000.00
TOTAL	\$956,417.01

We propose to finish the above services for a lump sum amount not to exceed Nine Hundred and Fifty-Six Thousand, Four Hundred and Seventeen Dollars and One Cent (\$951,417.01), billed monthly based on work completed.

The following services *are not included* in our scope of work:

- Hydrogeologic studies or soil testing that may be required by permitting agencies
- Archeological Consultant
- Environmental Consultant
- Irrigation system
- Site lighting design
- Architectural Design
- Permit and Processing fees. Fees collected for plan review or permit processing shall be paid by the Owner. Application, impact fees, capacity fees, or other similar fees shall also be the responsibility of the Owner.

- Traffic Study

AM ENGINEERING, LLC

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**, a Florida community
development district

BY: 

PRINTED NAME: D. Shawn Leins, P.E.

IT President

BY: 

PRINTED NAME: Alexander Hays

ITS: Chair Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

10

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	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
ASSETS						
Cash	\$ 408,503	\$ -	\$ -	\$ -	\$ -	\$ 408,503
Investments						
Reserve	-	713,877	856,884	-	-	1,570,761
Interest	-	-	2	-	-	2
Prepayment	-	37,978	-	-	-	37,978
Revenue	-	568,375	33,830	-	-	602,205
Construction	-	-	-	1	4,787,678	4,787,679
Due from general fund	-	1,361	395,885	-	-	397,246
Prepaid expense	7,000	-	-	-	-	7,000
Assessments receivable						
DR Horton	2,407	-	-	-	-	2,407
Various lots	827	12,246	-	-	-	13,073
Undeposited funds	2,905	-	599,765	-	-	602,670
Total assets	<u>\$ 421,642</u>	<u>\$ 1,333,837</u>	<u>\$ 1,886,366</u>	<u>\$ 1</u>	<u>\$ 4,787,678</u>	<u>\$ 8,429,524</u>
LIABILITIES						
Liabilities:						
Accounts payable	\$ 1,664	\$ -	\$ -	\$ -	\$ -	\$ 1,664
Contracts payable	-	-	-	-	173,241	173,241
Retainage payable	-	-	-	-	318,507	318,507
Due to Developer	2,500	-	-	-	-	2,500
Due to debt service fund	397,246	-	-	-	-	397,246
Total liabilities	<u>401,410</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>491,748</u>	<u>893,158</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	3,050	9,525	-	-	-	12,575
Total deferred inflows of resources	<u>3,050</u>	<u>9,525</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,575</u>
FUND BALANCES						
Restricted for:						
Debt service	-	1,324,312	1,886,366	-	-	3,210,678
Capital projects	-	-	-	1	4,295,930	4,295,931
Unassigned	17,182	-	-	-	-	17,182
Total fund balances	<u>17,182</u>	<u>1,324,312</u>	<u>1,886,366</u>	<u>1</u>	<u>4,295,930</u>	<u>7,523,791</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 421,642</u>	<u>\$ 1,333,837</u>	<u>\$ 1,886,366</u>	<u>\$ 1</u>	<u>\$ 4,787,678</u>	<u>\$ 8,429,524</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 37,536	\$ 37,416	100%
Assessment levy: off-roll	551	65,030	64,846	100%
Interest and miscellaneous	-	53	-	N/A
Total revenues	<u>551</u>	<u>102,619</u>	<u>102,262</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,537	42,448	42,448	100%
Debt service fund accounting	625	7,500	7,500	100%
Legal	3,251	16,143	6,000	269%
Engineering	-	-	1,000	0%
Audit	-	3,800	4,200	90%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	2,000	2,000	100%
Trustee	-	10,236	9,000	114%
Telephone	17	200	200	100%
Postage	19	127	500	25%
Printing & binding	42	500	500	100%
Legal advertising	160	1,212	1,200	101%
Annual special district fee	-	175	175	100%
Insurance	-	6,613	7,090	93%
Contingencies/bank charges	26	330	500	66%
Website	-	705	705	100%
ADA website compliance	-	199	200	100%
Tax collector	-	375	585	64%
Total professional & administrative	<u>7,844</u>	<u>92,563</u>	<u>84,553</u>	109%
Excess/(deficiency) of revenues over/(under) expenditures	(7,293)	10,056	17,709	
Fund balances - beginning	24,475	7,126	8,601	
Assigned				
Three months working capital	17,182	17,182	26,310	
Fund balances - ending	<u>\$ 17,182</u>	<u>\$ 17,182</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 774,920	\$ 772,110	100%
Assessment levy: off-roll	8,164	19,049	16,328	117%
Assessment prepayments	-	37,415	-	N/A
Interest	6	7,626	-	N/A
Total revenues	<u>8,170</u>	<u>839,010</u>	<u>788,438</u>	106%
EXPENDITURES				
Debt service				
Principal	-	165,000	165,000	100%
Interest	-	590,931	590,931	100%
Tax collector	-	7,749	12,064	64%
Total expenditures	<u>-</u>	<u>763,680</u>	<u>767,995</u>	
Excess/(deficiency) of revenues over/(under) expenditures	8,170	75,330	20,443	
Fund balances - beginning	<u>1,316,142</u>	<u>1,248,982</u>	<u>1,237,827</u>	
Fund balances - ending	<u>\$ 1,324,312</u>	<u>\$ 1,324,312</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 SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 395,885	\$ 841,656	\$ 1,141,538	74%
Lot closing	299,882	599,765	-	N/A
Interest	41	9,548	-	N/A
Total revenues	<u>695,808</u>	<u>1,450,969</u>	<u>1,141,538</u>	127%
EXPENDITURES				
Debt service				
Interest	-	891,538	891,538	100%
Total expenditures	<u>-</u>	<u>891,538</u>	<u>891,538</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	695,808	559,431	250,000	
Fund balances - beginning	1,190,558	1,326,935	1,310,725	
Fund balances - ending	<u>\$ 1,886,366</u>	<u>\$ 1,886,366</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 SEPTEMBER 30, 2020**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<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>\$ 1</u>	<u>\$ 1</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 228	\$ 83,001
Total revenues	<u>228</u>	<u>83,001</u>
EXPENDITURES		
Capital outlay	<u>75,483</u>	<u>5,699,671</u>
Total expenditures	<u>75,483</u>	<u>5,699,671</u>
Excess/(deficiency) of revenues over/(under) expenditures	(75,255)	(5,616,670)
Fund balances - beginning	<u>4,371,185</u>	<u>9,912,600</u>
Fund balances - ending	<u>\$ 4,295,930</u>	<u>\$ 4,295,930</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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DRAFT

**MINUTES OF MEETING
TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Toscana Isles Community Development District held a Telephonic Public Meeting on October 7, 2020, at 10:00 a.m., at 1-888-354-0094, Conference Code 8518503.

Present were:

Alex Hays	Chair
Brian Watson	Vice Chair
John Peshkin	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Vivek Babbar	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:00 a.m. Supervisors Hays, Watson and John Peshkin were present. Supervisor Daniel Peshkin was not present. One seat remained vacant. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur via telephone through the end of October. The meeting was advertised to be telephonic and included dial-in instructions.

SECOND ORDER OF BUSINESS

Update: Communications to Members of the Public

No questions or comments from the public were submitted to Management.

THIRD ORDER OF BUSINESS

Public Comments

38 No members of the public spoke.

39

40 **FOURTH ORDER OF BUSINESS**

Approval of Requisition(s)

41

42 Mr. Watson presented the following requisitions:

- 43 ➤ Requisition No. 183, Rusty Plumbing Company, Inc., \$9,705.15
- 44 ➤ Requisition No. 184, Builders First Source Inc., \$502
- 45 ➤ Requisition No. 185, Ennistymon Equities LLC, d/b/a Florida Fence, \$1,519
- 46 ➤ Requisition No. 186, A.M. Engineering LLC, \$770: For invoice processing.
- 47 ➤ Requisition No. 187, Myakka Mitbank, LLC, \$4,550
- 48 ➤ Requisition No.188, Barney’s Pumps, Inc., \$40,720
- 49 ➤ Requisition No. 189, Rusty Plumbing Company, Inc., \$111,918.54
- 50 ➤ Requisition No. 190, Bayhead Enterprises, LLC, \$1,540: Removal of silt fencing.
- 51 ➤ Requisition No. 191, Flora Quick Grassing, Inc., \$380: Silt fence installation.
- 52 ➤ Requisition No. 192, Nostalgic Lampposts & Mailboxes Inc., \$5,910
- 53 ➤ Requisition No. 193, DF Flooring Professionals Inc., \$1,636.56: Labor for stone
- 54 installation in a fountain.

55

On MOTION by Mr. Hays and seconded by Mr. John Peshkin, with all in favor, Requisitions 183 through 193, as presented by Mr. Watson, were approved.

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60 **FIFTH ORDER OF BUSINESS**

**Ratification of Contract/Change Order(s)/
Purchase Order(s)**

61

62

63 Mr. Watson presented the following items:

- 64 ➤ Juniper Landscaping of Florida LLC, for \$11,500: 4th addendum to existing contract.
- 65 New total of \$1,100,341.56.
- 66 ➤ Builders First Source, Change Order of \$2,648: For mailbox trusses. New total of
- 67 \$3,150.

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On MOTION by Mr. John Peshkin and seconded by Mr. Hays, with all in favor, the Contract/Change Order(s)/ Purchase Order(s), as presented by Mr. Watson, were ratified and/or approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-01, Designating and Authorizing the Chair of the Board of Supervisors and the District Manager as the Authorized Representatives for Managing District Contracts and Providing for an Effective Date

Ms. Cerbone stated the Resolution 2021-01 identifies the parties authorized to work with vendors, regardless of the service or materials being provided, as well as authorizing the individuals to represent the CDD on matters related to the Agreements already in place.

On MOTION by Mr. Hays and seconded by Mr. Watson, with all in favor, Resolution 2021-01, Designating and Authorizing the Chair of the Board of Supervisors and the District Manager as the Authorized Representatives for Managing District Contracts and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2020

Mr. Rom presented the Unaudited Financial Statements as of August 31, 2020.

On MOTION by Mr. Watson and seconded by Mr. Hays, with all in favor, the Unaudited Financial Statements as of August 31, 2020, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of Minutes

- A. September 2, 2020 Telephonic Public Meeting**
- B. September 16, 2020 Telephonic Public Meeting**

105 Mr. Rom presented the September 2, 2020 and September 16, 2020 Telephonic Public
106 Meeting Minutes.

107

108 **On MOTION by Mr. Watson and seconded by Mr. Hays, with all in favor, the**
109 **September 2, 2020 and September 16, 2020 Telephonic Public Meeting**
110 **Minutes, as presented, were approved.**

111

112

113 **NINTH ORDER OF BUSINESS**

Staff Reports

114

115 **A. District Counsel: *Straley Robin Vericker***

116 There being no report, the next item followed.

117 **B. District Engineer: *AM Engineering, LLC***

118 There being no report, the next item followed.

119 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 120 • **NEXT MEETING DATE: October 21, 2020 at 10:00 A.M.**

- 121 ○ **QUORUM CHECK**

122 The next meeting would be held October 21, 2020 at 10:00 a.m.

123

124 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

125

126 There being no Board Members' comments or requests, the next item followed.

127

128 **ELEVENTH ORDER OF BUSINESS**

Public Comments

129

130 No members of the public spoke.

131

132 **TWELFTH ORDER OF BUSINESS**

Adjournment

133

134 There being nothing further to discuss, the meeting adjourned.

135

136 **On MOTION by Mr. Watson and seconded by Mr. Hays, with all in favor, the**
137 **meeting adjourned at 10:10 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

11B

DRAFT

**MINUTES OF MEETING
TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Toscana Isles Community Development District held a Regular Meeting on October 21, 2020, at 10:00 a.m., at 1-888-354-0094, Conference Code 8518503.

Present were:

Alex Hays	Chair
Brian Watson	Vice Chair
John Peshkin	Assistant Secretary
Daniel Peshkin	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
John Vericker	District Counsel
Dana Crosby-Collier	Straley Robin Vericker

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:02 a.m. Supervisors Hays, Watson, John Peshkin and Daniel Peshkin were present. One seat remained vacant. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor's Executive Orders, which allow local governmental public meetings to occur via telephone. The meeting was advertised to be telephonic and included dial-in instructions.

SECOND ORDER OF BUSINESS

Update: Communications to Members of the Public

No questions or comments from the public were submitted to Management.

THIRD ORDER OF BUSINESS

Public Comments

No members of the public spoke.

40 **FOURTH ORDER OF BUSINESS** **Approval of Requisition(s)**

41

42 Mr. Watson presented the following requisitions:

43 ➤ Requisition No. 194, Old Castle Infrastructure, \$42,389

44 ➤ Requisition No. 195, Juniper Landscaping, \$1,998.68

45 ➤ Requisition No. 196, A.M. Engineering LLC, \$792.50

46 ➤ Requisition No. 197, Boone, Boone and Boone PA, \$1,000

47 ➤ Requisition No. 198, Juniper Landscaping, \$1,570.91

48 ➤ Requisition No. 199, T-Top Electric LLC, \$4,750

49

50 **On MOTION by Mr. Hays and seconded by Mr. Daniel Peshkin, with all in favor,**
51 **Requisitions 194 through 199, as presented by Mr. Watson, were approved.**

52

53

54 **FIFTH ORDER OF BUSINESS** **Ratification of Contract/Change Order(s)/**
55 **Purchase Order(s)**

56

57 Mr. Watson presented the following items:

58 ➤ Bonito Underground Cable & Conduit Inc., for \$1,120

59 ➤ T-Top Electric LLC, for \$14,250

60 ➤ Imperial Asphalt Inc., for \$55,967.50

61 ➤ Becerra Construction of Central Florida Inc., for \$6,448.75, plus a permit fee
62 reimbursement for \$1.

63

64 **On MOTION by Mr. Hays and seconded by Mr. Daniel Peshkin, with all in favor,**
65 **the Contract/Change Order(s)/ Purchase Order(s), as presented by Mr. Watson,**
66 **were ratified and/or approved.**

67

68

69 **SIXTH ORDER OF BUSINESS** **Approval of October 7, 2020 Telephonic**
70 **Public Meeting Minutes**

71

72 Mr. Rom presented the October 7, 2020 Telephonic Public Meeting Minutes.

73

74 On MOTION by Mr. Watson and seconded by Mr. John Peshkin, with all in
75 favor, the October 7, 2020 Telephonic Public Meeting Minutes, as presented,
76 were approved.

77

78

79 SEVENTH ORDER OF BUSINESS

Staff Reports

80

81 A. District Counsel: *Straley Robin Vericker*

82 There being no report, the next item followed.

83 B. District Engineer: *AM Engineering, LLC*

84 There being no report, the next item followed.

85 C. District Manager: *Wrathell, Hunt and Associates, LLC*

86 Mr. Rom stated the Governor's Executive Order was set to expire so the upcoming
87 meetings would likely be in person. The Landowners' Election would be November 18, 2020,
88 followed by the Regular meeting. Ms. Cerbone stated that all documents for the Landowners'
89 Election were transmitted to District Counsel.

- 90 • NEXT MEETING DATE: November 4, 2020 at 10:00 A.M.

- 91 ○ QUORUM CHECK

92 The next meeting would be held November 4, 2020 at 10:00 a.m.

93

94 EIGHTH ORDER OF BUSINESS

Board Members' Comments/Requests

95

96 There being no Board Members' comments or requests, the next item followed.

97

98 NINTH ORDER OF BUSINESS

Public Comments

99

100 No members of the public spoke.

101

102 TENTH ORDER OF BUSINESS

Adjournment

103

104 There being nothing further to discuss, the meeting adjourned.

105

106 On MOTION by Mr. Daniel Peshkin and seconded by Mr. Hays, with all in favor,
107 the meeting adjourned at 10:09 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

12C

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

offices of Vanguard Land, LLC, 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2020	Regular Meeting	10:00 AM
October 21, 2020	Regular Meeting	10:00 AM
CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 8518503		
November 4, 2020 CANCELED	Regular Meeting	10:00 AM
November 18, 2020	Landowners' Meeting	10:00 AM
November 18, 2020	Regular Meeting	<i>immediately following Landowners' Meeting</i>
December 2, 2020	Regular Meeting	10:00 AM
December 16, 2020	Regular Meeting	10:00 AM
January 6, 2021	Regular Meeting	10:00 AM
January 20, 2021	Regular Meeting	10:00 AM
February 3, 2021	Regular Meeting	10:00 AM
February 17, 2021	Regular Meeting	10:00 AM
March 3, 2021	Regular Meeting	10:00 AM
March 17, 2021	Regular Meeting	10:00 AM
April 7, 2021	Regular Meeting	10:00 AM
April 21, 2021	Regular Meeting	10:00 AM
May 5, 2021	Regular Meeting	10:00 AM

May 19, 2021	Regular Meeting	10:00 AM
June 2, 2021	Regular Meeting	10:00 AM
June 16, 2021	Regular Meeting	10:00 AM
July 7, 2021	Regular Meeting	10:00 AM
July 21, 2021	Public Hearing & Regular Meeting	10:00 AM
August 4, 2021	Regular Meeting	10:00 AM
August 18, 2021	Regular Meeting	10:00 AM
September 1, 2021	Regular Meeting	10:00 AM
September 15, 2021	Regular Meeting	10:00 AM

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.