

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**January 26, 2022**

**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**

January 19, 2022

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 26, 2022 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. Discussion/Consideration: Meeting Duration **[1 hour]**
3. Public Comments **[10 minutes]**

**CONSENT AGENDA ITEMS [5 minutes]**

4. Discussion: Requisition(s)
  - A. No. 369, Nostalgic Lampposts & Mailboxes Plus, Inc. [\$575.00]
  - B. No. 370, Universal Engineering Sciences, LLC [\$8,850.00]
  - C. No. 371, Rusty Plumbing Company, Inc. [\$7,525.00]
  - D. No. 372, Cast-Crete USA, LLC [\$6,496.80]
  - E. No. 373, Juniper Landscaping of Florida, LLC [\$47,726.34]
  - F. No. 374, Care Electric, Inc. [\$5,322.90]
  - G. No. 375, AM Engineering, LLC [\$5,845.00]
  - H. No. 376, Environmental Consulting & Technology, Inc. [\$2,405.00]
  - I. No. 377, Bontrager Painting, Inc. [\$950.00]
  - J. No. 378, AM Engineering, LLC [\$596.26]
5. Ratification Items
  - Sarasota Land Services, Inc., Proposal # JP 471013 for Balance & Grading Common Area & Lake Bank for New Sod (1 Day)

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

**NOTE: MEETING LOCATION**

- Universal Engineering Sciences, Proposal Number 1110.1121.00057 for Asphalt Monitoring for Toscana Asphalt Observation Services
  - LALP Development, LLC, Access and Maintenance Easement
6. Acceptance of Unaudited Financial Statements as of December 31, 2021
  7. Approval of December 8, 2021 Regular Meeting Minutes

BUSINESS ITEM(S)

8. Consideration of Fifth Amendment to the Maintenance Agreement with Toscana Isles Master Association, Inc., and Toscana Isles Stormwater Maintenance Association, Inc. **[5 minutes]**
9. Consideration of Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date **[5 minutes]**
10. STAFF REPORTS **[5 minutes]**
  - A. District Counsel: *Straley Robin Vericker*
  - B. District Engineer: *AM Engineering, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: February 23, 2022 at 10:00 A.M.

○ QUORUM CHECK

Daniel Peshkin	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jeffrey Sweater	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Alex Hays	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Michael LaBoe	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Brian Watson	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

11. Board Members' Comments/Requests **[15 minutes]**
12. Public Comments **[5 minutes]**
13. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 561-346-5294, Daniel Rom at (561) 909-7930 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS, STAFF AND MEMBERS OF THE**

**PUBLIC TO ATTEND BY TELEPHONE:**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 528 064 2804**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4A**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 369**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: **369**
- (B) Name of Payee: **Nostalgic Lampposts & Mailboxes Plus, Inc.**
- (C) Amount Payable: **\$575.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

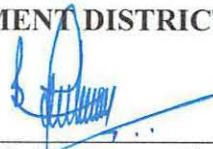
**Invoice #9333 – Electronic Speed Sign Install**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Brian E. Watson as Vice-Chair  
Date: 12-17-21

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

**D. Shawn Leins**

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

D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.20 09:46:11 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

# Invoice



## NOSTALGIC LAMPPOSTS & MAILBOXES PLUS

P.O. Box 7202  
North Port, FL 34290  
941-223-1677  
nlp1677@yahoo.com

**BILL TO**  
Tucana Isles Community  
Development District  
6561 Palmer Park Circle  
Suite B  
Sarasota, FL 34238

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
9333	11/29/2021	\$575.00	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Install electronic speed signs with solar panels on existing posts.	1	575.00	575.00
Modify height of speed limit sign			
Includes installation labor and materials to modify post with extension painted to match.			
Association to provide electronic speed limit signage and solar panels			

BALANCE DUE

**\$575.00**

*[Handwritten Signature]*  
12-6-2021



CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida

County of Charlotte

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

1. He or she is the President (title), of **Nostalgic Lampposts & Mailboxes Plus, Inc.**, a Florida corporation, which does business in the State of Florida, hereinafter referred to as the "Contractor".

2. Contractor, pursuant to a contract ("Contract") with **Toscana Isles CDD**, a Florida limited liability company, hereinafter referred to as the "Owner," has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements to the real property located at 899 Knights Trail Rd., Venice, FL 34275 known as Toscana Isles.

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 Owner in the amount of \$575.00.

4. Contractor represents that all work required to be performed under the Contract has been fully performed, construction of all improvements 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 \$575.00 and all other previous payments paid by Owner 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 Owner on which improvements have been constructed in connection with the Contract.

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 7<sup>th</sup> day of January, 2022 <sup>NRD</sup>

X [Signature]

Print Name: Michael Burkhardt

SWORN TO AND SUBSCRIBED before me this 7 day of January, 2022<sup>2</sup> by Michael Burkhardt who is personally known to me or who has produced FL-5L B1620 544751310 as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Nydia Garcia  
Notary Public  
State of Florida  
Comm# HH093754  
Expires 2/16/2025

[Signature]  
Signature of Notary Public  
Nydia Garcia  
Print Name of Notary Public

I am a Notary Public of the State of Florida  
and my commission expires on 2/16/2025

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4B**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 370

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 370
- (B) Name of Payee: Universal Engineering Sciences, LLC
- (C) Amount Payable: **\$8,850.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):


<b>Invoice 00556811 – Pescador Pavement Cores</b>	<b>\$3,850.00</b>
<b>Invoice 00556818 – Toscana Isles Piezometers</b>	<b>\$5,000.00</b>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Brian F. Watson as Vice-Chair  
Date: 12-17-21

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

By: D. Shawn Leins  
D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.20 09:46:37 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_



1748 Independence Blvd., Suite B-1, Sarasota, FL 34234 | p 941.358.7410 | f941.358.7353

<b>INVOICE</b>
Remit to: P.O. Box 628734, Orlando, FL 32862-8734

November 30, 2021  
 Project No: 1130.2100437.0000  
 Invoice No: 00556811

Mr. Alexander Hays  
 Toscana Isles Community Development District  
 6561 Palmer Park Circle  
 Sarasota, FL 34238

<b>Terms: Net 30 days</b> We accept American Express, Visa, Master Card, Discover, and ACH
--

Project 1130.2100437.0000 Pescador Pavement Cores  
 Location: Pescador Place  
 Nokomis, FL

**Professional Services through November 30, 2021**

Phase 1120 Pescador Pavement Cores  
 Fee

Billing Phase	Fee	Percent Complete	Earned
Geo Rpt # 16151	3,850.00	100.00	3,850.00
Total Fee	3,850.00		3,850.00
		Previous Fee Billing	0.00
		Current Fee Billing	3,850.00
		<b>Total Fee</b>	<b>3,850.00</b>
		<b>Total this Phase</b>	<b>\$3,850.00</b>
		<b>Total this Invoice</b>	<b>\$3,850.00</b>

*[Handwritten Signature]*  
 12-6-2021



1748 Independence Blvd., Suite B-1, Sarasota, FL 34234 | p 941.358.7410 | f 941.358.7353

<b>INVOICE</b>
Remit to: P.O. Box 628734, Orlando, FL 32862-8734

November 30, 2021  
 Project No: 1130.2100394.0000  
 Invoice No: 00556818

Mr. Alexander Hays  
 Toscana Isles Community Development District  
 6561 Palmer Park Circle  
 Sarasota, FL 34238

<b>Terms: Net 30 days</b> We accept American Express, Visa, Master Card, Discover, and ACH
--

Project 1130.2100394.0000 Toscana Isle Piezometers  
 Location: Nokomis, FL 34275

**Professional Services through November 30, 2021**

Phase 1120 Toscana Isle Piezometers  
 Fee

Billing Phase	Fee	Percent Complete	Earned
Peizometets & SHWL Check	5,000.00	100.00	5,000.00
Total Fee	5,000.00		5,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	5,000.00
		<b>Total Fee</b>	<b>5,000.00</b>
		<b>Total this Phase</b>	<b>\$5,000.00</b>
		<b>Total this Invoice</b>	<b>\$5,000.00</b>

*[Handwritten Signature]*  
 12-6-2021

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida

County of Sarasota

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

1. He or she is the Regional Manager (title), of Universal Engineering Sciences, LLC a Florida limited liability company, which does business in the State of Florida, hereinafter referred to as the "Contractor".

2. Contractor, pursuant to a contract ("Contract") with Toscana Isles CDD, a Florida limited liability company, hereinafter referred to as the "Owner," has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements to the real property located at 899 Knights Trail Rd., Venice, FL 34275 known as Toscana Isles.

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 Owner in the amount of \$8,850.00.

4. Contractor represents that all work required to be performed under the Contract has been fully performed, construction of all improvements 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 \$8,850.00 and all other previous payments paid by Owner 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 Owner on which improvements have been constructed in connection with the Contract.

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.

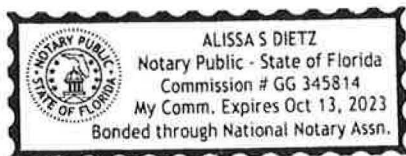
Signed, sealed, and delivered this 3 day of January, 2022

X [Signature]

Print Name: Robert Gomez

SWORN TO AND SUBSCRIBED before me this 3 day of January 2022 by Robert Gomez, 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)



Alissa S Dietz  
Signature of Notary Public

Alissa S Dietz  
Print Name of Notary Public

I am a Notary Public of the State of Florida

and my commission expires on 10/13/2023

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4C**



RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 371

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 371
- (B) Name of Payee: Rusty Plumbing Company, Inc.
- (C) Amount Payable: \$7,525.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

**Invoice #71802, dated 11/30/2021–Toscana Underdrain Work**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

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

Brian F. Watson as Vice-Chair

Date: 12-17-21 \_\_\_\_\_

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC.**

**D. Shawn Leins**  
By: \_\_\_\_\_

D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.20.09:47:03 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

**RUSTY PLUMBING CO., INC.**  
2180 CORNELL STREET  
SARASOTA, FL 34237  
(941) 366-4424 Fax (941) 955-1203

**CUSTOMER #:** 49  
**INVOICE #:** 71802  
**INVOICE DATE:** 11/30/21  
**DUE DATE:** 12/30/21

**BILL TO:**  
TOSCANA ISLES CDD  
2300 GLADES ROAD  
SUITE 410W  
BOCA RATON, FL 33431

**JOB:** 718-21  
TOSCANA UNDERDRAIN  
KNIGHTS TRAILS ROAD  
NOKOMIS, FL

	DESCRIPTION	QUANTITY	PRICE	AMOUNT
3	4" UNDERDRAIN	225 LF	28.000 / LF	6,300.00
2	BOND WORK	1 LS	1225.000 / LS	1,225.00
			<b>NET DUE:</b>	<u>7,525.00</u>

**Thank you for your business!**

  
12-6-2021

**CONTRACTOR'S  
AFFIDAVIT & PARTIAL RELEASE OF LIEN**

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared Buck Powers ("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 **Rusty Plumbing Company, Inc.**, a corporation, 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 political subdivision of the state of Florida ("Owner"), 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 **\$7,525.00** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **11/30/2021** to Owner on the following real property:

**Toscana Isles CDD**

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

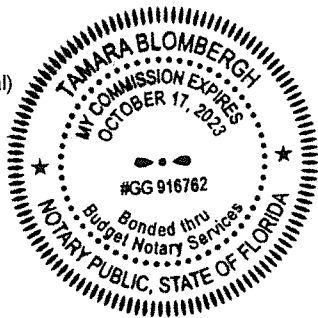
SIGNED, SEALED and DELIVERED this 3 day of January 2022

Buck Powers

Print Name: Buck Powers

SWORN TO AND SUBSCRIBED before me this 3 day of January 2022 by Buck Powers, 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)



Tamara Blomberg  
Signature of Notary Public

Tamara Blomberg  
Print Name of Notary Public

I am a Notary Public of the State of FLORIDA

and my commission expires on 10/17/2023

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4D**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 372

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 372
- (B) Name of Payee: Cast-Crete USA, LLC
- (C) Amount Payable: \$6,496.80
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):


**Invoice 8456 dated 11/19/2021 – R&R Ribbon, Valley Curbs**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Brian F. Watson as Vice-Chair  
Date: 12-17-21

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

By: **D. Shawn Leins**  
D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=steins@amengfl.com  
Date: 2021.12.20.09:47:28 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_



Cast-Crete USA, LLC  
 DBA Curbcoco  
 8008 34th Avenue East  
 Bradenton FL 34211  
 941 747-4848

License: CBC1264919

# Contract Invoice

Invoice#: 8456

Date: 11/19/2021

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

**Project:** 9050 - Toscana Isles R&R Curb

**Due Date:** 12/19/2021

**Terms:** 30DY

**Order#**

Description	Quantity	Unit	Price	Total
T&M R&R Ribbon, 3' Valley Curb and Walk	1.00	LS	\$6,496.80	\$6,496.80

Notes:

*A service charge of 18% per annum will be charged on all amounts overdue on regular statement dates.*

*Thank you for your prompt payment!*

Sales Tax:	0.00
Invoice Total:	6,496.80
Retention:	0.00
Amount Paid:	0.00
<b>Amount Due</b>	<b>6,496.80</b>

*[Handwritten signature]*  
 11/22/2021



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4E**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018  
2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 373

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 373
- (B) Name of Payee: Juniper Landscaping of Florida, LLC
- (C) Amount Payable: **\$47,726.34**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

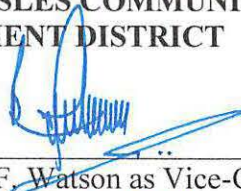
<b>Invoice 139575 – North Entrance Sign Landscape Install</b>	<b>\$ 536.79</b>
<b>Invoice 142370 – Medians &amp; Main Entry Retainage</b>	<b>\$14,056.27</b>
<b>Invoice 142371 – KTR Buffer &amp; Northern Entry Retainage</b>	<b>\$33,133.28</b>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Brian F. Watson as Vice-Chair  
Date: 12-17-21

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

**D. Shawn Leins**

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

D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.20 09:47:52 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

**Please Remit Payment to:**

Juniper Landscaping of Florida, LLC  
 PO Box 628395  
 Orlando FL 32862-8395



Invoice 139575

Bill To
Toscana Isles Community Development District- Land c/o LALP Development, LLC 6561 Palmer Park Circle, Suite B Sarasota, FL 34238

Date	Due Date
11/19/21	11/19/2021
Account Owner	PO#
Dan DeMont	

Item	Amount
#132808 - Toscana Isles - Toscana N. Entrance sign - Materials <i>Landscape Install - 11/12/2021</i>	\$536.79

Grand Total \$536.79

*[Signature]*  
 11/22/2021

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$536.79	\$21,390.00	\$14,675.00	\$0.00	\$0.00

\*\*Aging displayed on invoice only refers to balances after 1/1/18 for this property.

\*\*\*This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com  
 (941) 786-3827

**Please Remit Payment to:**

Juniper Landscaping of Florida, LLC  
 PO Box 628395  
 Orlando FL 32862-8395



Invoice 142370

<b>Bill To</b>
Toscana Isles Community Development District- Land c/o LALP Development, LLC 6561 Palmer Park Circle, Suite B Sarasota, FL 34238

<b>Date</b>	<b>Due Date</b>
12/07/21	12/7/2021
<b>Account Owner</b>	<b>PO#</b>
Dan DeMont	

Item	Amount
#113553 - New LS & IRR - Medians and Main Entry Western Tract <i>Retainage -</i>	\$14,056.27

Grand Total \$14,056.27

*[Handwritten signature]*  
 12/17/2021

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$0.00	\$47,686.34	\$0.00	\$0.00	\$0.00

\*\*Aging displayed on invoice only refers to balances after 1/1/18 for this property.

\*\*\*This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com  
 (941) 786-3827

**Please Remit Payment to:**

Juniper Landscaping of Florida, LLC  
PO Box 628395  
Orlando FL 32862-8395



Invoice 142371

<b>Bill To</b>
Toscana Isles Community Development District- Land c/o LALP Development, LLC 6561 Palmer Park Circle, Suite B Sarasota, FL 34238

<b>Date</b>	<b>Due Date</b>
12/07/21	12/7/2021
<b>Account Owner</b>	<b>PO#</b>
Dan DeMont	

Item	Amount
#114337 - New LS & IRR - Knights Trail Buffer and Northern Entry <i>Retainage -</i>	\$33,133.28

**Grand Total**      **\$33,133.28**

*[Signature]*  
12/17/2021

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$0.00	\$47,686.34	\$0.00	\$0.00	\$0.00

\*\*Aging displayed on invoice only refers to balances after 1/1/18 for this property.

\*\*\*This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com  
(941) 786-3827

**CONTRACTOR'S  
AFFIDAVIT & PARTIAL RELEASE OF LIEN**

STATE OF FLORIDA

COUNTY OF   Lu  

BEFORE ME, the undersigned authority, personally appeared Karen Hipol ("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 Juniper Landscaping of Florida, LLC, a limited liability company, 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 political subdivision of the state of Florida ("Owner"), 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 \$47,726.34 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 12/07/2021 to Owner on the following real property:

**Toscana Isles CDD – Invoices #139575, 142370, 142371**

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 30 day of Dec, 2021

Karen Hipol

Print Name: Karen Hipol

SWORN TO AND SUBSCRIBED before me this 30 day of Dec 2021 by Karen Hipol 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)



Amy Ramirez  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG287065  
Expires 12/27/2022

Amy Ramirez

Signature of Notary Public

Amy Ramirez

Print Name of Notary Public

I am a Notary Public of the State of Florida

and my commission expires on 12.27.22

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4F**



RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 374

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 374
- (B) Name of Payee: Care Electric, Inc.
- (C) Amount Payable: **\$5,322.90**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due

and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

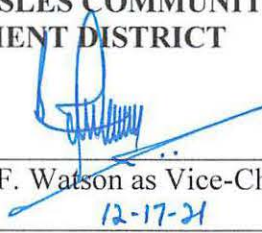
<b>Invoice 26119 – Toscana Isles Verizon Prep</b>	<b>\$ 918.15</b>
<b>Invoice 26180 – Northern Entry Sign Lights</b>	<b>\$3,450.00</b>
<b>Invoice 26287 – Power for Pole at northern Entry</b>	<b>\$ 689.75</b>
<b>Invoice 26323 – Extra Security Camera wire install</b>	<b>\$ 265.00</b>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Brian F. Watson as Vice-Chair  
Date: 12-17-21

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

By: **D. Shawn Leins**  
D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.20 09:48:31 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

**Care Electric, Inc.**

5633 Sarah Avenue  
Sarasota, FL 34233

Lic. # EC0002362 Phone # 941-925-3367

**Invoice**

Date	Invoice #
10/25/2021	26119

Bill To
TOSCANA ISLES COMM. DEV. DISTRICT C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES ROAD - SUITE #410W BOCA RATON, FLORIDA 33431

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	10/1/21 MOUNT BOX ON WALL AND INSTALL OUTLET INSIDE FOR VERIZON MATERIALS 5' - 1/2" CARFLEX 2 - 1/2" CARFLEX STRAIGHT CONNECTOR 1 - 1/2" RIGID COUPLING 2 - 1/2" PVC TA W/ LOCKNUT 1 - 4-SQ BOX 1 - WR DUPLEX 1 - QO 1/20 BREAKER 1 - RS COVER 1 - 1/2" HW STRAP 1 - BIG CLAMP BOX 1 - FLAT PLATE FOR BOX 7 - TAPCONS 1 - GROUND SCREW 18' - #12 THHN	338.15	338.15
4	PRIMARY ELECTRICIAN HOURS	95.00	380.00
4	SECONDARY ELECTRICIAN HOURS TECHNICIANS: VV, SC	50.00	200.00

<b>Total</b>		\$918.15
--------------	--	----------

*Handwritten signature and date: 12/17/2021*

Thank you for choosing Care Electric, Inc. As a convenience to our customers, we do accept credit cards. Visa, Mastercard and Discover ONLY. A Credit Card Authorization Form is required.

We reserve the right to apply a service charge of 1.5% per month (18% per anum) on all accounts past thirty (30) days, plus attorney's fees, if collection requires litigation. Please refer all questions about your account to our A/R department at the number listed above.

**Care Electric, Inc.**

5633 Sarah Avenue  
Sarasota, FL 34233

Lic. # EC0002362 Phone # 941-925-3367

**Invoice**

Date	Invoice #
11/4/2021	26180

Bill To
TOSCANA ISLES COMM. DEV. DISTRICT C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES ROAD - SUITE #410W BOCA RATON, FLORIDA 33431

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	JOB: NORTH ENTRANCE SIGN LIGHTS SITE: 110 TOSCAVILLA BLVD. CONTRACT PRICE	3,450.00	3,450.00
		<b>Total</b>	\$3,450.00

*12/17/2021*

Thank you for choosing Care Electric, Inc. As a convenience to our customers, we do accept credit cards. Visa, Mastercard and Discover ONLY. A Credit Card Authorization Form is required.

We reserve the right to apply a service charge of 1.5% per month (18% per annum) on all accounts past thirty (30) days, plus attorney's fees, if collection requires litigation. Please refer all questions about your account to our A/R department at the number listed above.

**Care Electric, Inc.**

5633 Sarah Avenue  
Sarasota, FL 34233

Lic. # EC0002362

Phone # 941-925-3367

**Invoice**

Date	Invoice #
11/23/2021	26287

Bill To
TOSCANA ISLES COMM. DEV. DISTRICT C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES ROAD - SUITE #410W BOCA RATON, FLORIDA 33431

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	11/15/21 DIG HOLE AND SET POLE 4' DEEP IN FLOWER BED AND HARD DIRT MOUNT BOX ON WALL - FEED POWER MATERIALS 8' - 1/2" CARFLEX 2 - 1/2" CARFLEX STRAIGHT 3 - 1/2" HW STRAPS 2 - 3/4" HW STRAPS 3' - 3/4" CARFLEX 2 - 3/4" CARFLEX STRAIGHT 18' - #12 THIN 1 - 1/20 QO BREAKER 9 - TAPCONS	62.25	62.25
4.5	PRIMARY ELECTRICIAN HOURS	95.00	427.50
4	SECONDARY ELECTRICIAN HOURS TECHNICIANS: VV, SC	50.00	200.00
<b>Total</b>			\$689.75

Thank you for choosing Care Electric, Inc. As a convenience to our customers, we do accept credit cards. Visa, Mastercard and Discover ONLY. A Credit Card Authorization Form is required.

We reserve the right to apply a service charge of 1.5% per month (18% per annum) on all accounts past thirty (30) days, plus attorney's fees, if collection requires litigation. Please refer all questions about your account to our A/R department at the number listed above.

*[Handwritten Signature]*  
12-10-2021

**CONTRACTOR'S**  
**AFFIDAVIT & PARTIAL RELEASE OF LIEN**

STATE OF FLORIDA  
COUNTY OF SARASOTA


BEFORE ME, the undersigned authority, personally appeared Samuel Little ("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 Care Electric, Inc., a Florida corporation, 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 political subdivision of the state of Florida ("Owner"), 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 \$5,322.90 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 12/01/2021 to Sub-Contractor, General Contractor and Owner.

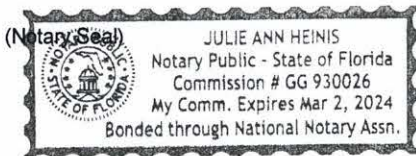
**Toscana Isles**


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 30<sup>TH</sup> day of DECEMBER, 2021

  
\_\_\_\_\_  
Print Name: SAMUEL LITTLE

SWORN TO AND SUBSCRIBED before me this 30<sup>TH</sup> day of DECEMBER 2021 by SAMUEL LITTLE, who is personally known to me ~~or who has produced~~ N/A as identification. If no type of identification is indicated, the above-named person is personally known to me.



  
\_\_\_\_\_  
Signature of Notary Public  
JULIE ANN HEINIS  
\_\_\_\_\_  
Print Name of Notary Public  
I am a Notary Public of the State of FLORIDA  
\_\_\_\_\_  
and my commission expires on 03.02.2024

INVOICES: 26119  
26180  
26287  
26323

**Care Electric, Inc.**

5633 Sarah Avenue  
Sarasota, FL 34233

Lic. # EC0002362

Phone # 941-925-3367

**Invoice**

Date	Invoice #
12/1/2021	26323

Bill To
TOSCANA ISLES COMM. DEV. DISTRICT C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES ROAD - SUITE #410W BOCA RATON, FLORIDA 33431

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	11/23/21 PULL EXTRA SECURITY CAMERA LV WIRE FROM WALL TO HAND HOLE TO CAMERA		
2	PRIMARY ELECTRICIAN HOURS	95.00	190.00
1.5	SECONDARY ELECTRICIAN HOURS TECHNICIANS: VV, SC	50.00	75.00
<b>Total</b>			\$265.00

*Handwritten signature and date: 12/1/2021*

Thank you for choosing Care Electric, Inc. As a convenience to our customers, we do accept credit cards. Visa, Mastercard and Discover ONLY. A Credit Card Authorization Form is required.

We reserve the right to apply a service charge of 1.5% per month (18% per annum) on all accounts past thirty (30) days, plus attorney's fees, if collection requires litigation. Please refer all questions about your account to our A/R department at the number listed above.

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4G**



RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 375**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 375
- (B) Name of Payee: AM Engineering, LLC
- (C) Amount Payable: **\$5,845.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due

and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

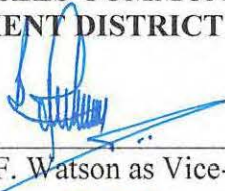
<b>Invoice 52799 – Progress Billing through 10/22/21</b>	<b>\$5,310.00</b>
<b>Invoice 52801 – Review Requisitions 349-356</b>	<b>\$ 535.00</b>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hercof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Brian F. Watson as Vice-Chair  
Date: 12-17-21

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

### AM ENGINEERING, LLC

**D. Shawn Leins**

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

D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota,  
o=AM Engineering, LLC, cn=D. Shawn  
Leins, email=sleins@amengfl.com  
Date: 2021.12.20 09:48:57 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_



8340 CONSUMER COURT  
 SARASOTA, FL 34240  
 (941) 377-9178

Invoice Date 11/8/2021

Invoice Number 52799

Net 15 days

Invoice submitted to:  
 \_\_\_\_\_  
**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
 6561 PALMER PARK CIRCLE  
 SUITE B  
 SARASOTA, FL 34238

Job Number: VANG0015B-CDD  
 In Reference To: TOSCANA ISLES

	<u>Amount</u>
Total charges covered by contract fee	<u>\$5,310.00</u>
For professional services rendered	\$5,310.00

  
 11/29/2021





8340 CONSUMER COURT  
SARASOTA, FL 34240  
(941) 377-9178

Invoice Date 10/28/2021

Invoice Number 52801

Net 15 days

Invoice submitted to:  
TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
C/O CRAIG WRATHELL  
WRATHELL, HUNT & ASSOCIATES, LLC  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON, FL 33431

Job Number: VANG0015CDD  
In Reference To: UPDATE CDD AT TOSCANA ISLES

For professional services rendered Amount  
\$535.00

REVIEW REQUISITIONS -349-356  
DRAINAGE CALL

For Professional services rendered through:  
Thank you for your business!

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4H**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 376

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 376
- (B) Name of Payee: Environmental Consulting & Technology, Inc.
- (C) Amount Payable: \$2,405.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

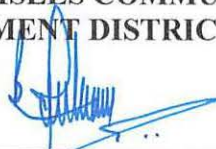
**Invoice 215714, dated 12/09/2021 – Environmental Consulting re Hydraulic Fluid on Road**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Brian F. Watson as Vice-Chair  
Date: 12-21-21

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

By: **D. Shawn Leins**  
D. Shawn Leins

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM Engineering, LLC, cn=D. Shawn Leins, email=sleins@amengfl.com  
Date: 2021.12.21 13:38:16 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_



December 9, 2021  
Project No. 210778.0100

***Via Electronic Mail***

Mr. Alexander Hays  
Toscana Isles Community Development District  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

**Re: ECT Invoice 215714  
Accidental release of hydraulic fluid onto the road  
Toscana Isles Community Development District  
Nokomis, Sarasota County, FL 34275**

Dear Alex:

Enclosed is our FINAL invoice for professional services in support of the above referenced incident. The attached invoice in the amount of \$2,405.00 is for professional services performed through November 29, 2021. The Letter Report was submitted to you on November 9, 2021. No additional services are currently scheduled for completion regarding the referenced incident.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,  
**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.**



Jeffrey J. Peters  
Principal Scientist

c: Dana West

Attachment: ECT Invoice 215714



**Environmental Consulting & Technology, Inc.**

7027 SW 24th Avenue | Gainesville, FL 32607  
352.332.0444

**TUSCANO ISLES COMMUNITY DEVELOPMENT  
6561 PALMER PK CIR STE B  
SARASOTA, FL 34238**

**Invoice # : 215714  
Invoice Date : 12/9/2021  
Project : 210778  
Project Name : TOSCANA ISLES  
Fed ID : 59-2921038**

**Attention: ALEXANDER H. HAYS**

**For Professional Services Rendered through: 11/26/2021**

EMAIL INVOICES TO: ahays@vanguardland.com

Phase	Current	Cumulative	Budget
<b>Phase : 0100 -- ENVIRONMENTAL SERVICES</b>			
Labor	2,405.00	2,405.00	
Expenses	0.00	0.00	
<b>Total Phase : 0100 -- ENVIRONMENTAL SERVICES</b>	<b>2,405.00</b>	<b>2,405.00</b>	<b>4,000.00</b>

Project Fee : 4,000.00  
Prior Billings: 0.00  
Total Available : 4,000.00

<b>Subtotal Invoice</b>	2,405.00
<b>Amount Due This Invoice **</b>	<b>2,405.00</b>

*[Signature]*  
12-20-2021

Project Manager : JEFFREY J. PETERS  
Environmental Consulting & Technology, Inc.

Billings : 000876

**Labor & Expense Detail**

**TUSCANO ISLES COMMUNITY DEVELOPMENT**

Project : 210778 -- TOSCANA ISLES

Invoice # :215714

Phase : 0100 -- ENVIRONMENTAL SERVICES

Labor Activity / Class / Employee Name	Week Ending Date	Hours	Rate	Amount
<b>GENERAL</b>				
<b>SENIOR PRINCIPAL SCIENTIST/ENGINEER</b>				
DANA L. WEST	10/22/2021	4.50	250.00	1,125.00
DANA L. WEST	11/05/2021	0.50	250.00	125.00
<b>PRINCIPAL SCIENTIST/ENGINEER</b>				
JEFFREY J. PETERS	10/22/2021	1.00	210.00	210.00
JEFFREY J. PETERS	10/29/2021	0.50	210.00	105.00
JEFFREY J. PETERS	11/05/2021	3.50	210.00	735.00
JEFFREY J. PETERS	11/12/2021	0.50	210.00	105.00
<i>Labor</i>		<u>10.5</u>		<b>2,405.00</b>
<b>Total Phase : 0100 -- ENVIRONMENTAL SERVICES</b>			<b>Labor :</b>	<b>2,405.00</b>
			<b>Expense :</b>	<b>0.00</b>

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**41**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 377**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 377
- (B) Name of Payee: Bontrager Painting, Inc.
- (C) Amount Payable: **\$950.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

**Invoice 9591, dated 12/10/2021 – Paint Trellis at Secondary Entrance**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

**TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

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

Brian F. Watson as Vice-Chair

Date: 12-21-21 \_\_\_\_\_

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

**D. Shawn Leins**  
 By: \_\_\_\_\_  
 D. Shawn Leins

Digitally signed by D. Shawn Leins  
 DN: c=US, st=Florida, l=Sarasota, o=AM  
 Engineering, LLC, cn=D. Shawn Leins,  
 email=sleins@amengfl.com  
 Date: 2021.12.21 13:38:57 -05'00'

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

Bontrager Painting, Inc.

1090 Innovation Avenue  
Suite 109  
North Port, FL 34289

# Invoice


Date	Invoice #
12/10/2021	9591

Bill To
Toscana Isles Community Development Distr 100 Maraviya Blvd Nokomis, FL 34275

Ship To
Toscana Isles Community Development Distr 100 Maraviya Blvd Nokomis, FL 34275

Due Date	P.O. No.
1/10/2022	5175

Quantity	Description	Rate	Amount
1	Apply 2 coats of Sherwin Williams Deckscape or Super Deck Exterior Latex semi transparent stain color SW 3524 Chestnut to trellis detail and second entrance to Tuscano Isles. All labor and material included in this price.	950.00	950.00
		<b>Total</b>	\$950.00

 12/20/21

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida

County of Sarasota

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

1. He or she is the President (title), of Bontrager Painting, Inc. a Florida corporation, which does business in the State of Florida, hereinafter referred to as the "Contractor".

2. Contractor, pursuant to a contract ("Contract") with Toscana Isles CDD, a Florida limited liability company, hereinafter referred to as the "Owner," has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements to the real property located at 899 Knights Trail Rd., Venice, FL 34275 known as Toscana Isles.

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 Owner in the amount of \$950.00.

4. Contractor represents that all work required to be performed under the Contract has been fully performed, construction of all improvements 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 \$950.00 and all other previous payments paid by Owner 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 Owner on which improvements have been constructed in connection with the Contract.

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 3rd day of January, 2022

X [Signature]

Print Name: Vernon Bontrager President

SWORN TO AND SUBSCRIBED before me this 3rd day of January 2022 by Vernon Bontrager 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)



MARILYN STRELL  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG301518  
Expires 2/13/2023

[Signature]  
Signature of Notary Public

Marilyn Strell  
Print Name of Notary Public

I am a Notary Public of the State of Florida  
and my commission expires on February 13, 2023



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**4J**

RETURN CHECK TO LALP DEVELOPMENT, LLC  
6561 Palmer Park Circle, Suite B  
Sarasota, FL 34238

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

2018 ACQUISITION AND CONSTRUCTION ACCOUNT  
REQUISITION NO. 378

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 378
- (B) Name of Payee: AM Engineering, LLC
- (C) Amount Payable: \$ 596.26
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due

and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

<b>Invoice 52825 – Review Requisitions 357-368</b>	<b>\$ 342.50</b>
<b>Invoice 52888 – Topo Swale Locations</b>	<b>\$ 253.76</b>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT

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

Brian E. Watson as Vice-Chair

Date: 12-21-21

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
  - i. the fair market value of such improvements and
  - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

**AM ENGINEERING, LLC**

By: **D. Shawn Leins**

D. Shawn Leins

As District Engineer and  
Consulting Engineer to the District

Date: \_\_\_\_\_

Digitally signed by D. Shawn Leins  
DN: c=US, st=Florida, l=Sarasota, o=AM  
Engineering, LLC, cn=D. Shawn Leins,  
email=sleins@amengfl.com  
Date: 2021.12.21.13:39:26 -05'00'



8340 CONSUMER COURT  
SARASOTA, FL 34240  
(941) 377-9178

Invoice Date 11/30/2021

Invoice Number 52825

Net 15 days

Invoice submitted to:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
C/O CRAIG WRATHELL  
WRATHELL, HUNT & ASSOCIATES, LLC  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON, FL 33431

Job Number: VANG0015CDD  
In Reference To: UPDATE CDD AT TOSCANA ISLES

For professional services rendered

Amount  
\$342.50

REVIEW REQUISITIONS -357-368

REVIEW UNDERDRAIN

  
12-20-2021

For Professional services rendered through  
Thank you for your business!



8340 CONSUMER COURT  
SARASOTA, FL 34240  
(941) 377-9178

Invoice Date 11/30/2021

Invoice Number 52888

Net 15 days

Invoice submitted to:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT  
6561 PALMER PARK CIRCLE  
SUITE B  
SARASOTA, FL 34238

Job Number: VANG0015B-CDD  
In Reference To: TOSCANA ISLES

Professional Services

SURVEY WORK

Total charges in addition to contract  
For professional services rendered

<u>Hrs/Rate</u>	<u>Amount</u>
2.00	253.76
126.88/hr	
	<u>\$253.76</u>
	\$253.76

EXTRA - TOPO SWALE LOCATIONS PER CLIENT REQUEST - \$253.75

  
12-20-2021

For Professional services rendered through  
Thank you for your business!

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

# SARASOTA LAND SERVICES, INC.

4906 State Road 64, East - Bradenton, Florida 34208 - Phone: (941) 744-0211; Fax: (941) 744-0411

## JOB PROPOSAL

Mr. Alex Hayes  
Toscana Isles Community Development District  
2300 Glades Road Suite 410W  
Boca Raton, FL

Proposal #: JP 471013

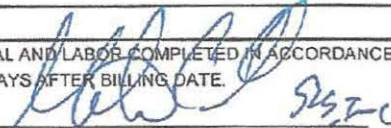
DATE: October 25, 2021

Job Name: Toscana Phase 5&6 Change Order #13

Work to be Performed: Balance & Grading Common Area & Lake Bank for New Sod (1 Day)

ITEM	DESCRIPTION	RATE	UNITS	AMOUNT
	<b>Machines and Labor</b>			
1	D-3 Dozer	85.00	10.0 HR	850.00
2	950 Loader	90.00	10.0 HR	900.00
3	Laborers (2)	40.00	20.0 HR	800.00
4	Onroad Dump Truck	75.00	10.0 HR	750.00
5	Mobilization	300.00	1.0 EA	300.00
6	Discount	-1,100.00	1.0 LS	-1,100.00
<b>ESTIMATED AMOUNT</b>				<b>\$2,500.00</b>

WE PROPOSE TO FURNISH MATERIAL AND LABOR COMPLETED IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE ABOVE PROPOSED SUM.  
PAYMENT DUE 30 DAYS AFTER BILLING DATE.

Contractors Representative:  Date: October 25, 2021

ANTICIPATED START DATE: to be determined ANTICIPATED COMPLETION DATE: to be determined

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted and you are authorized to do the work as specified.

Owner's Name: Toscana Isles CDD

Owner's Representative: 

Date: 10/25/21

Representative's Name: Alexander Hayes, Chair  
PRINTED NAME OF COMPANY REPRESENTATIVE

We appreciate the opportunity to serve you.



Geotechnical Engineering  
 Construction Materials Testing & Inspection  
 Building Code Compliance  
 Occupational Health & Safety  
 Environmental  
 Building Envelope

Grounded in Excellence

November 17, 2021

Toscana Isles Community Development District  
 6561 Palmer Park Circle  
 Sarasota, FL 34238

Attention: Mr. Alexander Hays

Reference: Proposal for Asphalt Monitoring for Toscana Asphalt Observation Services - CSD - Vanguard Land, LLC - 11.17.21  
 Venice, FL  
 UES Proposal Number: 1110.1121.00057

Dear Mr. Hays:

As requested, Universal Engineering Sciences, LLC. (Universal) is pleased to submit for your review and approval the unit price fees along with an estimated total fee for the above-referenced project. Our estimate is based upon our review of the project plans and specifications available to us, along with typical test frequencies for projects of this type.

**SCOPE OF SERVICES**

Our construction materials testing services shall be performed in accordance with the provided project plans.

- Field Technician Monitoring (temp, rolling patterns, mix verification)
- Project Engineer
- Extraction – Gradation test
- Engineering technician inspection sampling & testing services

UES estimates a total fee for the above scope of services as follows:

Description	Rate	Est. Qty.	Estimated total
<b>Asphalt Monitoring and Observation:</b>			
Field Technician Monitoring (temp, rolling patterns, mix verification):	\$75.00 Hour	50	\$3,750.00
Project Engineer	\$125.00 Hour	4	\$500.00
Extraction – Gradation test	\$250.00 Each	4	\$1,000.00
	Each	0	\$0.00
<b>ESTIMATED TOTAL WITH 10% ADMIN FEE:</b>			<b>\$5,775.00</b>

*Hourly - Not to exceed \$10,000.00*

**Asphalt Monitoring and Observation Estimate: \$5,775.00**

(Estimate includes 10% Administrative Fee)

The actual number of tests shall depend on construction practices and the project schedule. The proposed estimate does not account for additional cost for retests and/or the additional work that is requested outside the above scope. The testing services will be invoiced based on the actual quantity of testing services rendered at the indicated unit rates. We understand that the testing services shall be performed on an on-call basis. **UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.**





Grounded in Excellence

Geotechnical Engineering  
Construction Materials Testing & Inspection  
Building Code Compliance  
Occupational Health & Safety  
Environmental  
Building Envelope

All services will be provided in accordance with the attached General Conditions and billed at the unit rates included on Exhibit 1.

This proposal shall remain effective for 6 month from the date on this proposal. Should you require more this to formally authorize us to proceed we will require an update of our proposal to account for any changes in the scope of services and associated fees.

Attached you will find a copy of the Work Authorization/Proposal Acceptance Form and a copy of our General Conditions. If you want for us to begin our services, then please sign and return one copy of the Work Authorization/Proposal Acceptance Form. We trust this information is satisfactory for your current needs; however, if we can be of further assistance, please contact us. We appreciate the opportunity to present this service estimate proposal to you and look forward to providing our construction materials testing and inspection services on this and future projects.

Respectfully Submitted  
**UNIVERSAL ENGINEERING SCIENCES, LLC.**

Brewster Dombkowski  
Assistant Branch Manager

Robert Gomez, P.E.  
Branch Manager

**Notes:**

1. Unit rates are based on providing test services during normal work hours (weekdays, 7:00 a.m. to 5:00 p.m.). For services scheduled beyond normal work hours, holidays and weekends will be billed at 1.50 times the applicable hourly rate.
2. All hourly services require a minimum of two (2) hour call-out per trip.
3. All scheduling requests require a 24 hour advanced notice. Same day requests, when able to accommodate, will be assessed an additional \$75.00 service fee.
4. Since Universal does not have control over the contractor's construction practices, schedules, or inclement weather, the actual quantities may vary from our estimated quantities. You will only be invoiced for services requested and rendered.
5. Additional services, consultations, or meetings, when requested, will be invoiced at Universal's standard rates.
6. This fee estimate includes a PDF Email copy of the daily and laboratory reports. Please be sure to include the appropriate email address on the Work Authorization form, and include any additional email addresses on the attached Distribution List. Additional hard copies can be provided at a fee of \$35.00 per hour of Technical Secretary time. Upon completion of the project, a final book of signed and sealed report copies will be compiled and mailed at the client's request.
7. A 10% administration fee will be added to the invoices.
8. Report review by Project Engineer (2) hrs monthly minimum applied to all invoices.

**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY.

Universal Engineering Sciences, LLC. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

Date: November 17, 2021

Project Name: Toscana Asphalt Observation Services - CSD - Vanguard Land, LLC - 11.17.21

Project Location: Venice, Sarasota County, FL

Client Name: Toscana Isles Community Development District Contact: Alexander Hays

Contact Business Address: 6561 Palmer Park Circle Sarasota, FL 34238

Contact Fax Number: \_\_\_\_\_ Contact Phone: 941-552-6705 Email:

ahays@vanguardland.com ahays@vanguardland.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

UES Opportunity No.: 1110.1121.00057

Estimated Total Fee for Sitework: **\$5775.0000**  
(Estimate includes 10% Administrative Fee)

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

A. Universal General Conditions.

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

A. For payment of Services, invoice to the account of:

Firm: Toscana Isles Community Development District Social Security Number or Federal Identification No.: \_\_\_\_\_  
Address: 6561 Palmer Park Circle, Ste B City: Sarasota Zip Code: 34238  
Attention: Alexander Hays Title: ahays@vanguardland.com  
Phone: (941) 552-6705 Fax: \_\_\_\_\_

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 17<sup>th</sup> day of November 2021.

CLIENT: Toscana Isles Community Development District UNIVERSAL ENGINEERING SCIENCES, LLC.  
BY (signature): [Signature] BY (signature): [Signature]  
NAME: Alexander Hays NAME: Brewster Dombkowski  
TITLE: Chair TITLE: Assistant Branch Manager

Return Executed Copies to:

Universal Engineering Sciences, LLC. Suite B-1  
Attention: Sarasota CSD  
1748 Independence Boulevard, Sarasota, Florida 34234  
Phone: 941-358-7410 / Fax: 941-358-7353

---

**REPORT DISTRIBUTION LIST**

Name: Alexander Hays  
Company: Tasara Isles Community Development District  
Email: ahays@Vanguardland.com

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
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**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE** 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3 To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**SECTION 17: INTEGRATION CLAUSE** 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

UES DOCS No. 1823094 Revised 12/04/2020

Rec. \$27.00  
Doc. 170  
\$27.70

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2022003746 3 PG(S)

1/7/2022 12:00 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2795005

Prepared by and to be returned to:

Vanessa T. Steinerts, Esq.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, Florida 33606

Doc Stamp-Deed: \$0.70

### ACCESS AND MAINTENANCE EASEMENT

This Access and Maintenance Easement (“**Easement**”) is given as of the 5<sup>th</sup> day of January, 2022, by **LALP Development, LLC**, a Florida limited liability company, whose mailing address is 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238 (the “**Grantor**”), to the **Toscana Isles Community Development District**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**Grantee**”).

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant unto the Grantee, its successors and assigns, the perpetual non-exclusive access and maintenance easement over and across the property described on Exhibit “A” attached hereto (the “**Easement**”) only as necessary for accessing, installing, and maintaining improvements owned by Grantee within the Easement area. The District shall have the right but not the obligation, at its sole cost and expense, to use the Easement for the purposes of accessing, installing and maintaining landscaping, buffers, fencing and walls located in the Easement, all in accordance with applicable governmental requirements.

The Grantor, its successors and assigns, shall not interfere with, alter, or encroach upon this Easement.

This Easement was prepared at the direction of the Grantor without the benefit of a title search.

*[SIGNATURE PAGE TO FOLLOW.]*



IN WITNESS WHEREOF, the undersigned has executed this Easement as of the day and year first written above.

Witnesses:

LALP DEVELOPMENT, LLC,  
a Florida limited liability company

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

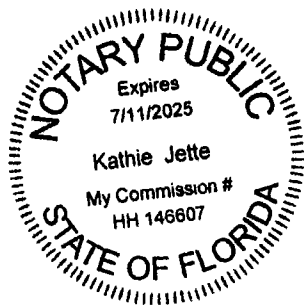
Kathie Jette  
Kathie Jette  
(Print Name)

By: [Signature]  
John R. Peshkin, as Manager

[Signature]  
Amy Roberts  
(Print Name)

STATE OF FLORIDA )  
COUNTY OF Sarasota )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of January, 2022, by John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company, as Manager of LALP Development, LLC, a Florida limited liability company, for and on behalf of the companies, who is personally known to me.



Kathie Jette  
NOTARY PUBLIC, STATE OF FLORIDA

Kathie Jette  
(Print, Type or Stamp Commissioned Name of Notary Public)

Exhibit "A"

Legal Description

Tracts 180 and 181, Toscana Isles, Unit 1, according to the plat thereof, as recorded in Plat book 49, page 32, of the Public Records of Sarasota County, Florida,

Tracts 270 and 281, Toscana Isles, Units 1 & 2, Phase 2, according to the plat thereof, as recorded in Plat Book 50, Page 48, of the Public Records of Sarasota County, Florida,

Tracts 470 and 471, Toscana Isles, Units 1 & 2, Phase 4, according to the plat thereof, as recorded in Plat Book 51, Pages 103-112, of the Public Records of Sarasota County, Florida,

Tracts 570, 571, 580, 581 and 582, Toscana Isles, Unit 2, Phase 5, according to the plat thereof, as recorded in Plat Book 54, Pages 140-157, of the Public Records of Sarasota County, Florida,

Tracts 670 and 671, Toscana Isles, Unit 2, Phase 6, according to the plat thereof, as recorded in Plat Book 55, Pages 336-346, of the Public Records of Sarasota County Florida,

and

Tracts 770, 771, 772, and 780, Toscana Isles, Unit 2, Phase 7, according to the plat thereof, as recorded in Plat Book 55, Pages 20-31, of the Public Records of Sarasota County Florida.

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2021**

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2021**

	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	\$1,296,069	\$ -	\$ -	\$ -	\$ -	\$ 1,296,069
Investments						
Reserve	-	710,480	805,256	-	-	1,515,736
Interest	-	-	2	-	-	2
Revenue	-	125,490	608,295	-	-	733,785
Construction	-	-	-	1	401,829	401,830
Due from general fund	-	719,972	458,373	-	7,500	1,185,845
Undeposited funds	-	-	-	-	50	50
Total assets	<u>\$1,296,069</u>	<u>\$1,555,942</u>	<u>\$1,871,926</u>	<u>\$ 1</u>	<u>\$ 409,379</u>	<u>\$ 5,133,317</u>
<b>LIABILITIES</b>						
Liabilities:						
Accounts payable	\$ 216	\$ -	\$ -	\$ -	\$ -	\$ 216
Contracts payable	-	-	-	-	26,112	26,112
Retainage payable	-	-	-	-	96,898	96,898
Due to Developer	2,500	-	-	-	-	2,500
Due to debt service fund 2014	719,972	-	-	-	-	719,972
Due to debt service fund 2018	458,373	-	-	-	-	458,373
Due to capital projects fund	50	-	-	-	-	50
Taxes payable	92	-	-	-	-	92
Total liabilities	<u>1,181,203</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>123,010</u>	<u>1,304,213</u>
<b>FUND BALANCES</b>						
Restricted for:						
Debt service	-	1,555,942	1,871,926	-	-	3,427,868
Capital projects	-	-	-	1	286,369	286,370
Assigned						
Three months working capital	36,648	-	-	-	-	36,648
Unassigned						
Total fund balances	<u>114,866</u>	<u>1,555,942</u>	<u>1,871,926</u>	<u>1</u>	<u>286,369</u>	<u>3,829,104</u>
Total liabilities and fund balances	<u>\$1,296,069</u>	<u>\$1,555,942</u>	<u>\$1,871,926</u>	<u>\$ 1</u>	<u>\$ 409,379</u>	<u>\$ 5,133,317</u>

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 73,331	\$ 98,950	\$ 106,283	93%
Assessment levy: off-roll	23,571	47,143	47,143	100%
Interest and miscellaneous	6	7	-	N/A
Total revenues	<u>96,908</u>	<u>146,100</u>	<u>153,426</u>	95%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor's fees	200	600	5,168	12%
FICA	15	46	-	N/A
Management/accounting/recording	3,643	10,930	43,721	25%
Debt service fund accounting	644	1,931	7,725	25%
Legal	4,742	7,143	36,000	20%
Engineering	-	-	1,000	0%
Audit	-	-	4,400	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	500	2,000	25%
Trustee	-	4,760	10,236	47%
Telephone	17	50	200	25%
Postage	26	28	500	6%
Printing & binding	42	125	500	25%
Legal advertising	-	216	1,200	18%
Annual special district fee	-	175	175	100%
Insurance	-	7,246	7,275	100%
Contingencies/bank charges	302	630	3,000	21%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Total professional & administrative	<u>9,798</u>	<u>34,380</u>	<u>124,765</u>	28%
<b>Other fees &amp; charges</b>				
Tax collector	1,100	1,484	1,661	N/A
Total other fees & charges	<u>1,100</u>	<u>1,484</u>	<u>1,661</u>	N/A
Total expenditures	<u>10,898</u>	<u>35,864</u>	<u>126,426</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	86,010	110,236	27,000	
Fund balances - beginning	28,856	4,630	12,718	
Assigned				
Three months working capital	36,648	36,648	36,648	
Unassigned	78,218	78,218	3,070	
Fund balances - ending	<u>\$ 114,866</u>	<u>\$ 114,866</u>	<u>\$ 39,718</u>	

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 542,011	\$ 731,368	\$ 785,537	93%
Interest	7	20	-	N/A
Total revenues	<u>542,018</u>	<u>731,388</u>	<u>785,537</u>	93%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	180,000	180,000	100%
Principal prepayment	-	5,000	-	N/A
Interest	-	286,838	568,500	50%
Tax collector	8,130	10,970	12,274	89%
Total expenditures	<u>8,130</u>	<u>482,808</u>	<u>760,774</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	533,888	248,580	24,763	
Fund balances - beginning	1,022,054	1,307,362	1,304,429	
Fund balances - ending	<u>\$ 1,555,942</u>	<u>\$ 1,555,942</u>	<u>\$ 1,329,192</u>	

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 344,870	\$ 465,353	\$ 499,823	93%
Assessment levy: off-roll	578,021	578,021	578,021	100%
Interest	19	60	-	N/A
Total revenues	<u>922,910</u>	<u>1,043,434</u>	<u>1,077,844</u>	97%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	220,000	220,000	100%
Principal prepayment	-	55,000	55,000	100%
Interest	-	413,025	819,766	50%
Tax collector	5,174	6,980	7,810	89%
Total expenditures	<u>5,174</u>	<u>695,005</u>	<u>1,102,576</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	917,736	348,429	(24,732)	
Fund balances - beginning	954,190	1,523,497	1,520,020	
Fund balances - ending	<u>\$ 1,871,926</u>	<u>\$ 1,871,926</u>	<u>\$ 1,495,288</u>	



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2014  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

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

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 12	\$ 46
Total revenues	<u>12</u>	<u>46</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>86,242</u>	<u>752,593</u>
Total expenditures	<u>86,242</u>	<u>752,593</u>
Excess/(deficiency) of revenues over/(under) expenditures	(86,230)	(752,547)
Fund balances - beginning	<u>372,599</u>	<u>1,038,916</u>
Fund balances - ending	<u>\$ 286,369</u>	<u>\$ 286,369</u>

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**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 December 8, 2021, at 10:00 a.m., at the offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238.

**Present were:**

Alex Hays	Chair
Brian Watson	Vice Chair
Daniel Peshkin	Assistant Secretary
Jeffrey Sweater	Assistant Secretary

**Also present were:**

Jamie Sanchez	District Manager
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Vanessa Steinerts	District Counsel
William Contardo	Resident
Bill Ambrose	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 10:02 a.m. Supervisors Hays, Watson, Peshkin and Sweater were present. Supervisor LaBoe was not present.

**SECOND ORDER OF BUSINESS**

**Discussion/Consideration: Meeting  
Duration [1 hour]**

Ms. Sanchez stated that the meeting was anticipated to last no more than one hour. The Board agreed that one hour was sufficient time.

**THIRD ORDER OF BUSINESS**

**Public Comments [10 minutes]**

Resident William Contardo expressed his confidence in the Board and asked about the \$33,000 budgeted for "Legal" fees. Mr. Hays stated that District Counsel attends CDD meetings and is involved in CDD business. Mr. Watson stated previous year-end financials would demonstrate normal costs for a well-functioning Board and noted that many of this legal year's

41 legal expenses were related to onboarding of new Board members and District Counsel's  
42 reviewing and responding to questions raised.

43

44 **CONSENT AGENDA ITEMS [5 minutes]**

45 Ms. Sanchez presented the following Consent Agenda Items:

46

47 **FOURTH ORDER OF BUSINESS** **Discussion: Requisition(s)**

48

49 **A. No. 357, Cast-Crete USA, LLC [\$40,162.00]**

50 **B. No. 358, Care Electric, Inc. [\$277.40]**

51 **C. No. 359, DF Flooring Professionals, Inc. [\$8,542.00]**

52 **D. No. 360, Juniper Landscaping of Florida, LLC [\$36,105.00]**

53 **E. No. 361, Martin Sewer Testing, Inc. [\$400.00]**

54 **F. No. 362, Nostalgic Lampposts & Mailboxes Plus, Inc. [\$9,585.00]**

55 **G. No. 363, Pat O'Hara Pavers, Inc. [\$6,600.00]**

56 **H. No. 364, Rothco Signs & Design, Inc. [\$2,134.65]**

57 **I. No. 365, Rusty Plumbing Company, Inc. [\$82,971.00]**

58 **J. No. 366, Smith-Manus Agency, Inc. [\$1,230.00]**

59 **K. No. 367, Sarasota Land Services, Inc. [\$2,500.00]**

60 **L. No. 368, LALP Development, LLC [\$7,605.06]**

61

62 **FIFTH ORDER OF BUSINESS** **Ratification of Change Order(s)/**  
63 **Proposal(s)**

64

- 65 • **Environmental Consulting & Technology, Inc., Professional Services Agreement [NTE**  
66 **\$4,000] Environmental Consulting Services**

67

68 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
69 **Statements as of October 31, 2021**

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72 **SEVENTH ORDER OF BUSINESS** **Approval of November 10, 2021 Regular**  
73 **Meeting Minutes**

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**On MOTION by Mr. Hays and seconded by Mr. Sweater, with all in favor, the Consent Agenda Items identified in the Fourth, Fifth, Sixth and Seventh Orders of Business, were approved and/or ratified and/or accepted.**

**BUSINESS ITEMS**

**EIGHTH ORDER OF BUSINESS**

**Consideration of AM Engineering, LLC, Proposal for Stormwater Needs Analysis, AME Job - VANG0015CDD [\$10,000.00] [10 minutes]**

Mr. Rom presented the AM Engineering, LLC, Proposal for preparation of the Stormwater Needs Analysis Report, which was deferred at the last meeting due to the Board's request for clarification of the cost, such as whether it would be a lump sum or not-to-exceed amount of \$10,000. The Board also approved Mr. Sweater taking the lead in further review and incorporating some potential further updates to the proposal to clarify the work pertaining to the Needs Analysis requirements, which are included in the numbered section of the proposal.

Mr. Sweater stated his belief that the proposal included the necessary information and his understanding that other CDDs would pay from \$7,500 to \$25,000 for preparation of their Reports; therefore, he felt that the cost was appropriate for the services being provided. He noted that this is a new requirement so it is unknown whether comments would be received.

**On MOTION by Mr. Watson and seconded by Mr. Peshkin, with all in favor, the AM Engineering, LLC, Proposal for Stormwater Needs Analysis, in a not-to-exceed amount of \$10,000, was approved.**

**NINTH ORDER OF BUSINESS**

**Discussion: Universal Engineering Sciences, Inc., Geotechnical Consulting Services Report, Existing Roadways Pavement Evaluation [10 minutes]**

Mr. Hays stated a report was distributed and asked Mr. Sweater if he spoke with Universal. Mr. Sweater stated he met with Universal on December 3, 2021 to review reports. Universal previously advised the CDD to mill out and refill 3" of paving to determine whether it was fully compacted but their studies found that the asphalt did not fail; rather, the water coming up through the base caused it to fail. Drains were installed and, as a result, only 1" of

113 asphalt needs to be milled and replaced. Some residents were concerned about the issue and,  
114 after looking into it, this seems to be the right way to move forward and the right fix.

115 Mr. Hays noted that the report stated high water levels may appear on roadway  
116 sections adjacent to berms. The graphic was not included in the report but all work was  
117 completed, including underdrain installations and roadway milling and replacement.  
118 Underdrains were installed in other roadway areas adjacent to berms to prevent future issues.

119

120 **TENTH ORDER OF BUSINESS**

**Discussion: Hydraulic Fluid Release and  
Cleanup [10 minutes]**

121

122

123 Mr. Hays stated a contractor working in the CDD accidentally released hydraulic fluid on  
124 the roadway, past the main entry and throughout portions of the CDD. The contractor engaged  
125 a provider who specializes in this type of cleanup; the product was applied twice and  
126 improvement has been observed. The report contains additional information regarding the  
127 scope of the issue and the bio-dry treatment.

128 Mr. Sweater stated he was advised that the product was applied twice. The first  
129 treatment was not very effective but the second treatment cleaned up much of the fluid and  
130 would continue to work over time. Additional treatments are not likely to help much; the  
131 contractor paid for two treatments, which seemed to be the most the CDD could push for. He  
132 suggested evaluating the area in three months to determine if additional treatment is needed.

133 Mr. Watson stated, in order to expedite the work, the CDD paid for it and the contractor  
134 would reimburse the CDD.

135

136 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
Relating to the Amendment of the Annual  
Budget for the Fiscal Year Beginning  
October 1, 2020, and Ending September  
30, 2021 [5 minutes]**

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142 Mr. Rom presented Resolution 2022-01. He recalled previous discussions leading up to  
143 the end of Fiscal Year 2021, in which it was noted that total expenditures would exceed the  
144 adopted Fiscal Year 2021 budget. Florida Statute requires an appropriate budget amendment  
145 anytime total expenditures exceed the budget.

146 Mr. Sweater asked if budget overruns were paid from the reserves or paid by the  
147 Developer. Mr. Rom stated the fiscal year timing relating to budget approval and adoption was

148 somewhat unfortunate, in that it is in the midst of the existing fiscal year, and Staff did their  
149 best to evaluate end of year budgets. The unaudited financials would reflect Staff’s efforts to  
150 incorporate those expenditures in the revenue column so that property owners would be  
151 assessed in Fiscal Year 2022.

152 Mr. Watson stated, unlike an HOA, the Developer does not guarantee deficits; the three  
153 months’ Working Capital fund would be depleted for Fiscal Year 2021 and the 2022 budget  
154 would replenish that fund balance.

155

**On MOTION by Mr. Sweater and seconded by Mr. Peshkin, with all in favor, Resolution 2022-01, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021, was adopted.**

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**TWELFTH ORDER OF BUSINESS**

**Consideration of Fourth Amendment to the Maintenance Agreement with Toscana Isles Master Association, Inc., and Toscana Isles Stormwater Maintenance Association, Inc. [5 minutes]**

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168 Ms. Steinerts stated the Third Amendment included some insurance provisions that the  
169 insurance carrier ultimately rejected, such as the carrier would not add an additional insured  
170 that is a private entity. This necessitated cleanup of the previously approved Third Amendment.  
171 This Fourth Amendment removes the provisions and revises the insurance language so that  
172 there is not an additional insured on the part of either party; however, it requires each party’s  
173 contractors and vendors to have appropriate insurances. It also requires the Association and  
174 the District to carry liability insurance. All parties would be required to have insurance and the  
175 additional insured language was removed for both parties.

176

**On MOTION by Mr. Sweater and seconded by Mr. Watson, with all in favor, the Fourth Amendment to the Maintenance Agreement with Toscana Isles Master Association, Inc., and Toscana Isles Stormwater Maintenance Association, Inc., was approved.**

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**THIRTEENTH ORDER OF BUSINESS**

**STAFF REPORTS [5 minutes]**

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



186 There was no report.

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

188 There was no report.

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

190 • **NEXT MEETING DATE: January 26, 2022 at 10:00 A.M.**

191 ○ **QUORUM CHECK**

192 All Supervisors confirmed their attendance at the January 26, 2022 meeting.

193

194 **FOURTEENTH ORDER OF BUSINESS**

**Board Members' Comments/ Requests [5 minutes]**

195

196

197 There were no Board Members' comments or requests.

198

199 **FIFTEENTH ORDER OF BUSINESS**

**Public Comments [10 minutes]**

200

201 Mr. Contardo asked if the CDD exceeded its previous budget by approximately 21%. Mr.

202 Watson stated the CDD exceeded its Fiscal Year 2021 budget by approximately 20%. Mr.

203 Contardo asked if assessments would increase proportionally. Mr. Watson stated an

204 assessment increase was already incorporated into the Fiscal Year 2022 budget that was

205 previously approved. Mr. Contardo asked if CDD contractors are bonded. Ms. Steinerts stated

206 that projects over a certain threshold require bonding but performance bonds are not required

207 for projects under \$300,000. Mr. Contardo felt that the \$300,000 threshold is too high and it

208 should be evaluated. He asked where company offices and the bonding companies are located.

209 Ms. Steinerts stated they must be registered in Florida. Mr. Contardo discussed his previous

210 experience regarding bonds.

211 Resident Bill Ambrose asked why the final lift of asphalt was being done and why paving

212 was being completed when some lots are unfinished. Mr. Sweater stated the work was being

213 done by the CDD. He gave an overview of the formation of the CDD, the bond issuance and the

214 process whereby the work identified in the Engineer's Report would be completed and paid for

215 with bond funds before the project is certified as complete and residents transition to the

216 Board. Mr. Ambrose asked if future maintenance of the roads would be transitioned to the

217 HOA. Mr. Watson believed that future management of the roads would probably fall under one

218 of the Agreements subject to the Fourth Amendment; the CDD, the Master Association and the

219 Stormwater Association agreed that one of the Associations would perform the duties that  
220 would otherwise be required of the CDD. The roads would be maintained by the HOA on behalf  
221 of the CDD. Mr. Sweater stated if future road projects are necessary, the CDD can secure  
222 additional bond funding.

223 Mr. Contardo discussed additional instances in which he knew of a Developer whose  
224 projects were bonded through their banks and the obligation was nullified when the entity was  
225 sold. He asked if a similar issue exists with builders in the CDD if they sell their project to  
226 another entity. Mr. Watson stated he believed that performance bonds would only be in effect  
227 until subcontractor work is certified as complete and satisfactory by the District Engineer. Ms.  
228 Steinerts concurred with Mr. Watson’s explanation.

229 Conversation ensued about the difference between municipal bonds used to secure  
230 funding for the construction projects and performance bonds utilized to guarantee the work of  
231 contractors. Mr. Contardo expressed concern about how the community could be affected if DR  
232 Horton sells its interests in the CDD and the bonds associated with the work to be done no  
233 longer applied. Discussion ensued regarding various types of bonds and protections offered.

234 Ms. Sanchez stated she could schedule a call between Ms. Cerbone and Mr. Contardo to  
235 address additional questions and concerns related to bonds, if he would like. Mr. Contardo felt  
236 that the contractor performance bond threshold should be lowered and discussed the reasons.

237 Mr. Sweater asked if there were provisions requiring the builder to pay for roads  
238 damaged after the Developer has closed out the project. Mr. Hays stated that provisions are in  
239 place to protect the CDD and, if necessary, the Association would address damages with the  
240 builder. Discussion ensued regarding possible recourse against builders and developers.

241 Ms. Steinerts stated the CDD would fall back to Florida law in the event of any damage;  
242 if a new corporation is formed and the building entity is abandoned there are ways to address  
243 that. Mr. Contardo noted that DR Horton is a large corporation and asked what would happen if  
244 they cause damage and cease working in the CDD. A Board member stated it is possible that  
245 lots may be sold so it is a valid question.

246

247 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

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250 **On MOTION by Mr. Sweater and seconded by Mr. Hays, with all in favor, the**  
251 **meeting adjourned at 10:45 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

FIFTH AMENDMENT TO THE MAINTENANCE  
AGREEMENT

THIS FIFTH AMENDMENT is made effective as of this \_\_\_ day of \_\_\_\_\_, 2022, by **TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**, a Community Development District organized under the laws of the State of Florida (the "District"), **TOSCANA ISLES MASTER ASSOCIATION, INC.**, a Florida corporation not for profit (the "Master Association"), and **TOSCANA ISLES STORMWATER MAINTENANCE ASSOCIATION, INC.**, a Florida corporation not for profit (the "Maintenance Association").

RECITALS:

A. The District, the Master Association, and the Maintenance Association, (the "Parties") previously executed a maintenance agreement dated July 27, 2016, and amended on August 16, 2017, December 17, 2018, June 29, 2021 and December 9, 2021 (the "Maintenance Agreement").

B. The Parties reserved the right to amend the Maintenance Agreement at any time by written agreement.

C. The Parties desire to amend the Maintenance Agreement with respect to certain matters set forth herein.

D. The Maintenance Agreement shall be amended to add all of the property described in the plat of Toscana Isles, Unit 2, Phase 6 (the "Plat, Unit 6"), recorded in Plat Book 55, page 336, Public Records of Sarasota County, Florida, is also subject to the terms of the recorded Declaration, which shall be maintained by the Parties as provided for in the revised Maintenance Chart provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties to one another, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the Parties agree as follows:

1. The property included in the Plat, Unit 6 is hereby included as an area to be maintained by the Parties pursuant to the Maintenance Agreement.

2. The Master Association will be responsible to maintain and repair (excluding maintenance and repairs related in any way to construction defects), at its sole cost and expense, and the Maintenance Association will be responsible to maintain and repair (excluding maintenance and repairs related in any way to construction defects), at its sole cost and expense, the respective areas identified on the revised Maintenance Chart attached hereto and

incorporated herein as Exhibit "A" (the "Maintenance Chart").

3. Unless expressly modified herein, all other terms and conditions of the Agreement, as amended, shall remain the same.


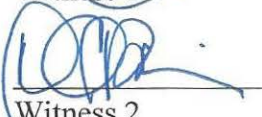
IN WITNESS WHEREOF, the parties have signed this Amendment effective as of the date first abovewritten.

\_\_\_\_\_  
Witness 1


\_\_\_\_\_  
Witness 2


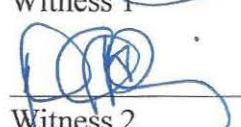
**TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

  
\_\_\_\_\_  
Witness 1  
  
\_\_\_\_\_  
Witness 2

**TOSCANA ISLES MASTER  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
By: Alexander Hays  
Its: President

  
\_\_\_\_\_  
Witness 1  
  
\_\_\_\_\_  
Witness 2

**TOSCANA ISLES STORMWATER  
MAINTENANCE ASSOCIATION,  
INC.**


  
\_\_\_\_\_  
By: Alexander Hays  
Its: President

EXHIBIT "A"  
MAINTENANCE  
CHART

TRACT	DESCRIPTION	RESPONSIBLE PARTY
100, 740	Common Area	Master Association
105	Landscape Easement area within Future Development Area, as depicted on Exhibit "B" attached to this Agreement	Master Association
700, 701	Future Development Area	Master Association
150, 250, 450, 451, 550, 551, 750, 751, 650, 651, 652, 653	District Property	Master Association
160, 161, 260, 261, 262, 560, 760	District Property	Maintenance Association
561, 562, 660, 661	Common Area	Maintenance Association
170,	District Property	Master Association
270, 470, 471, 570, 571, 770, 771, 772, 670, 671	Common Area	Master Association
180, 181, 281, 580, 581, 582, 780 (landward of erosion control barrier)	Common Area	Master Association
180, 181, 281, 580, 581, 582, 780 (erosion control barrier and seaward)	Common Area	Maintenance Association
Laurel Road Easement Area	Laurel Road Easement Area as described in the Laurel Road Property Easement	Master Association
Habitat for Humanity Easement Area	Habitat for Humanity Easement Area as described in the Habitat for Humanity Property Easement	Master Association

Caribbean Bay Easement Area	Caribbean Bay Easement Area as described in the Caribbean Bay Property Easement	Master Association
Emergency Access Easement Area	Emergency Access Easement Area as described in the Emergency Access Easement	Master Association
590	Common Area (Preservation Area)	Master Association or Maintenance Association (in accordance with management plan)



**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 26th day of January, 2022.

ATTEST:

**TOSCANA ISLES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**January 26, 2022**

**Toscana Isles Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Toscana Isles Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8016324903C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).



- 1. Mailing and Drop Off Address**  
Toscana Isles Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431
- 2. Email Address**  
toscanaislescdd@districtap.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

**TOSCANA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

**10C**

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

Offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 27, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 10, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 8, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 26, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 23, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 23, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 27, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 25, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 22, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 27, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>
<b>August 24, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 28, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>