

**TOSCANA ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

April 5, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

March 29, 2023

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

Board of Supervisors
Toscana Isles Community Development District

Dear Board Members:

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on April 5, 2023 at 10:00 a.m, at the Toscana Isles Amenity Center, 100 Maraviya Blvd, Venice, Florida 34275. The agenda is as follows:

1. Call to Order/Roll Call
2. Discussion/Consideration: Meeting Duration **[1.20 hours]**
3. Presentation for Juniper Landscaping **[10 minutes]**
 - A. Discussion/Consideration of Amendment to Construction Agreement with Juniper Landscaping **[5 minutes]**
4. CDD Update on Resident Questions/Concerns **[5 minutes]**
 - Pipes Behind 296 Toscavilla
 - Bridge Weight Limits and Signage
 - Ownership of Pumps for Fountains
5. Chairman's Opening Remarks **[5 minutes]**
6. Public Comments **[15 minutes]**
7. Acceptance of Unaudited Financial Statements as of February 28, 2023 **[3 minutes]**
8. Approval of Minutes **[2 minutes]**
 - A. March 1, 2023 Regular Meeting
 - B. March 14, 2023 Workshop
9. Continued Discussion: Policy Regarding Parking and Towing **[5 minutes]**
10. STAFF REPORTS **[10 minutes]**

- A. District Counsel: *Straley Robin Vericker*
- B. District Engineer: *AM Engineering, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 3, 2023 at 10:00 AM
 - QUORUM CHECK

SEAT 1	WILLIAM CONTARDO	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JAMES COLLINS	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	SCOTT BLASER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	MICHAEL TRACZUK	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	PAUL SCHMITT	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

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

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

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131 733 0895

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

3

March 28th, 2023

Dear Toscana Isles, CDD & Residents,

Due to hurricane Ian reaching Category 4 strength with wind exceeding 100 mph, the northeast buffer along Soliera/Vinadio sustained significant damage. Since hurricane Ian landed, we staked 200+ trees. Unfortunately, due to residential roads being blocked with debris, we had to cut and remove many trees to reopen the flow of traffic following the storm. At the time of original planting, Juniper was requested to furnish an insurance policy. At the time of the loss, the community had active coverage on those trees. The extent of that coverage is to re-stake, replace or credit affected trees at Juniper's expense. To date, Juniper has spent approximately \$80k restoring this buffer and there is still a little remaining.

To date, we have replaced 110 palms under warranty. There still are around 53 root balls in the ground that should not be removed. Removing additional root balls would damage the integrity of the existing berm. In addition, there is no access to remove these with a machine. We will be sending a crew back through to flush cut any large stumps remaining and then they will be covered by mulch. While the crew is flush cutting the stumps, they will identify any other trees that pose a threat and re-stake them. We feel like we have exceptionally staked all or all at risk trees.

Due to access, size, and character of the trees, not every palm is going to be perfectly straight. Most of these trees have a curved character to them and were not planted perfectly straight originally. The trees that remain slightly leaning will naturally straighten their head toward the sunlight. Those at risk, we have an obligation to stake. The palms that were replaced do not match the ones that were lost for a few reasons. First, the availability of the large Sabal palm is challenging, as these were all purchased from a specific ranch that no longer harvests them. Next, to weave large Sabal palms back into the existing ones is logistically not possible. They were originally planted back to front which we clearly do not have the luxury to do this time. For these reasons, plugging in the holes with smaller palms is the most beneficial solution to accomplish the goal of this buffer. We do not want to cause further damage to what remains, but in time, the newly installed replacements will grow to fill the holes that were created by the storm. The original intent of the planting was to create immediate opacity from the adjacent property and since the sabals come without established heads a tight and dense spacing was required. Now that they are established, we feel it is meeting the intent of the planting without replacements.

Regarding the size of the heads, when Sabal palms are harvested, their fronds are completely removed (hurricane cut). Trimming the Sabals this way increases the chances of their survivability when being transplanted, helps encourage early root development and reduces the risk of wind damage. Once Sabal palms are established, they can grow 2 to 3 feet per year. Heads should be well developed after about 6 months in the ground. Knowing the goal of this buffer is to visually cover activity that borders the north property line and reduce the sound that generated, filling the holes with these smaller palms is the best way to accomplish this. These replacements were planted strategically, so they grow to fill the holes created and are now visible from the back of the homes along Soliera. Originally, the Sabal palms were installed when there were no homes present. Now that homes are built on the lots, the visual angle to accomplish that goal has changed. Strategically packing the reachable areas of this buffer is the best way to achieve our goal.

Regarding replacing these palms, one for one, that will be done but not in the exact location. For example, an area along Vinadio that only lost one tree, did not get a replacement due to the density of what remains. Rather replace an area that was minimally impacted, that replacement was put where more significant damage was done. One home on Soliera lost 8 of about 14 behind their home. We added 12 in this location to fill the large hole created.

Another factor when planning these replacements was to consider causing damage to the turf due to machine traffic, along with damaging irrigation. Turf replacement and irrigation repairs are not covered by the warranty. We took reasonable care to do as little damage as possible to these areas to minimize those costs. To date, we have not billed for the irrigation repairs and adjustments caused by this storm damage. We have had 2 to 3 irrigation techs making repairs and adjustments that was caused by this damage.

Originally, there were 1,913 Sabal palms planted. Today, there are 1,868 palms, including the 110 we replaced. In addition, there are 30 dead trees in the ground that we will be cutting down. After cutting and removing these 30 trees, 75 palms will be missing from the original count. We are proposing a credit on these remaining trees to enhance the northeast corner on Vinadio, which took the most damage. The credit will be for 75 palms at \$298.30 each for a total of \$22,372.50. Upon approval of this credit, adding additional support to the at-risk trees and flush cutting the remaining stumps, warranty work on this buffer will be complete.

Thanks,
Anthony Scappatura
Venice Operations Manager



Proposal

Proposal No.: 209075

Proposed Date: 03/29/23

PROPERTY:	FOR:
Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431	Toscana CDD Sabal warranty credit

Replacement credit for missing sabal palms

based off 250' in North East corner on Vinadio

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Landscape					\$20,964.50
Fishtail Palm, 08-10' oa - 30G	54.00	30g	\$200.00	\$10,800.00	
Muhly Grass, 01 gallon - 01G	200.00	01g	\$7.00	\$1,400.00	
Silver Saw Palmetto, 03 gallon - 03G	130.00	03g	\$30.00	\$3,900.00	
prep/clean up/ bamboo	70.00	HR	\$45.00	\$3,150.00	
Brown Mulch 2 cu. ft.	144.00	EA	\$6.00	\$864.00	
Debris by the truck	1.00	1	\$850.50	\$850.50	
Irrigation repairs					\$1,408.00
Maintenance Division Labor	24.00	HR	\$45.00	\$1,080.00	
Misc Irrigation Parts	1.00	EA	\$328.00	\$328.00	
				Total:	\$22,372.50

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

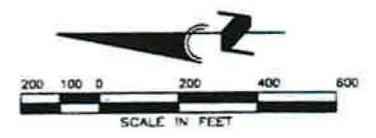
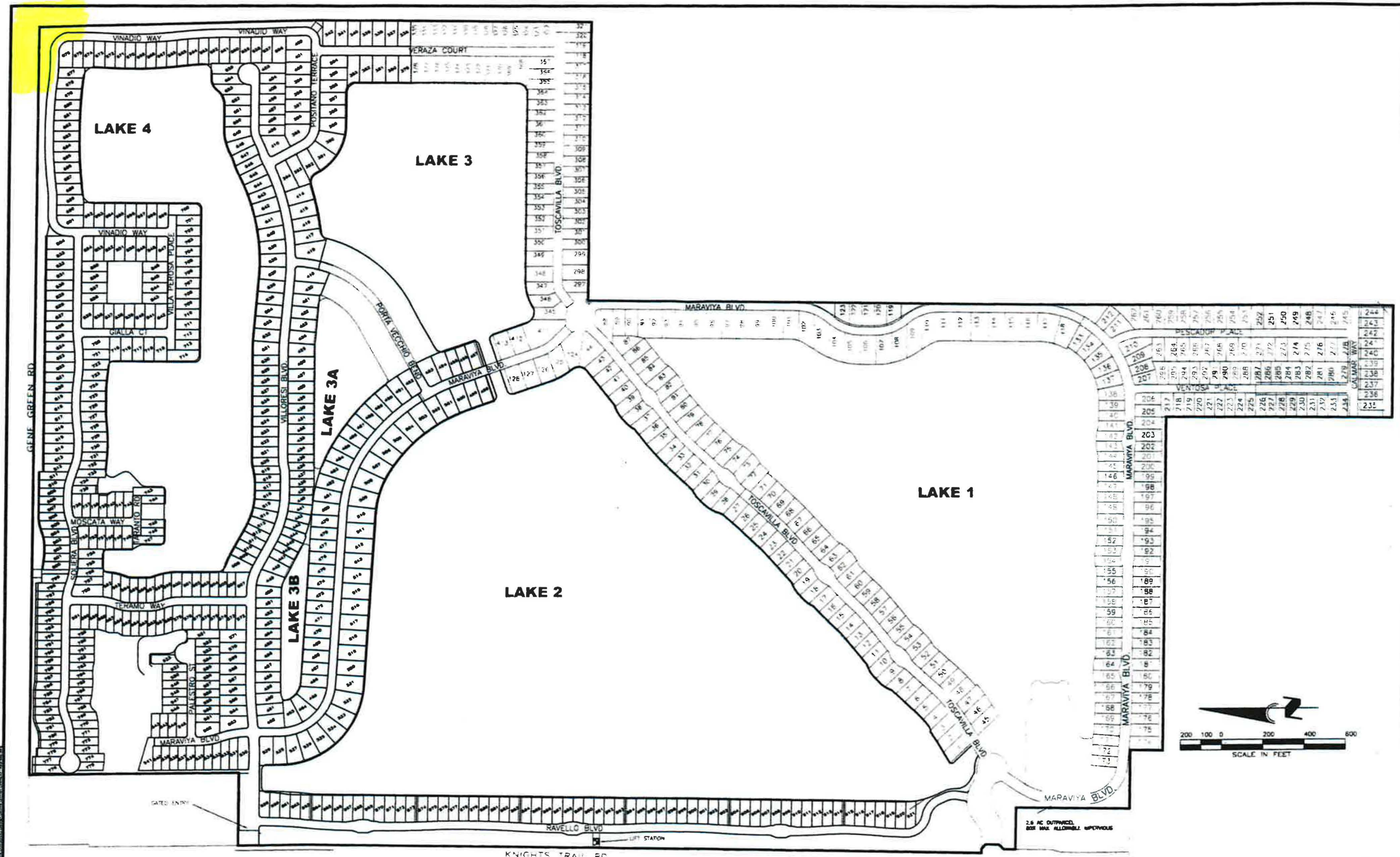
Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date



CALL BEFORE YOU DIG!
 "SUNSHINE STATE ONE-CALL CENTER"
 1-800-432-4770
 THE CONTRACTOR SHALL NOTIFY "SUNSHINE STATE ONE-CALL CENTER" AND ALL OTHER UTILITIES FOR LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING CONSTRUCTION.

BY	DATE	DESCRIPTION

ENGINEERING, INC.
 1400 CHINA CREEK DRIVE
 SARASOTA, FL 34234
 PHONE: (941) 377-9178

TOSCANA ISLES, UNIT 2
 SCALE: 1" = 200'
 DATE: 2/01/18
 DRAWN BY: D. SHAWN LEWIS, PE
 FLORIDA CERTIFICATE NO. 41078
 CHECKED BY: LALP DEVELOPMENT, LLC
 ADDRESSING PLAN
 SHEET NO. 06

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2023**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2023**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2014	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS						
Cash	\$ 156,696	\$ -	\$ -	\$ -	\$ -	\$ 156,696
Investments						
Reserve	-	710,363	801,431	-	-	1,511,794
Prepayment	-	118	690	-	-	808
Revenue	-	907,595	1,077,864	-	-	1,985,459
Due from general fund	-	9,473	13,104	-	136	22,713
Total assets	<u>\$ 156,696</u>	<u>\$1,627,549</u>	<u>\$1,893,089</u>	<u>\$ -</u>	<u>\$ 136</u>	<u>\$ 3,677,470</u>
LIABILITIES						
Liabilities:						
Due to debt service fund 2014	\$ 9,473	\$ -	\$ -	\$ -	\$ -	\$ 9,473
Due to debt service fund 2018	13,104	-	-	-	-	13,104
Due to capital projects fund 2018	136	-	-	-	-	136
Taxes payable	214	-	-	-	-	214
Total liabilities	<u>22,927</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,927</u>
FUND BALANCES						
Restricted for:						
Debt service	-	1,627,549	1,893,089	-	-	3,520,638
Capital projects	-	-	-	-	136	136
Assigned						
Three months working capital	39,679	-	-	-	-	39,679
Unassigned	94,090	-	-	-	-	94,090
Total fund balances	<u>133,769</u>	<u>1,627,549</u>	<u>1,893,089</u>	<u>-</u>	<u>136</u>	<u>3,654,543</u>
Total liabilities and fund balances	<u>\$ 156,696</u>	<u>\$1,627,549</u>	<u>\$1,893,089</u>	<u>\$ -</u>	<u>\$ 136</u>	<u>\$ 3,677,470</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,880	\$ 148,772	\$ 154,039	97%
Interest and miscellaneous	5	13	-	N/A
Total revenues	<u>1,885</u>	<u>148,785</u>	<u>154,039</u>	97%
EXPENDITURES				
Professional & administrative				
Supervisor's fees	600	2,000	8,612	23%
FICA	46	153	-	N/A
Management/accounting/recording	3,643	18,217	43,721	42%
Debt service fund accounting	644	3,219	7,725	42%
Legal	3,372	11,374	36,000	32%
Engineering	1,162	1,583	5,000	32%
Audit	-	-	4,400	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	833	2,000	42%
Trustee	-	10,402	11,236	93%
Telephone	17	83	200	42%
Postage	-	29	500	6%
Printing & binding	42	209	500	42%
Legal advertising	-	513	1,200	43%
Annual special district fee	-	175	175	100%
Insurance	-	7,821	8,695	90%
Contingencies/bank charges	29	124	1,000	12%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Total professional & administrative	<u>9,722</u>	<u>56,735</u>	<u>132,629</u>	43%
Other fees & charges				
Tax collector	23	2,226	2,407	92%
Total other fees & charges	<u>23</u>	<u>2,226</u>	<u>2,407</u>	92%
Total expenditures	<u>9,745</u>	<u>58,961</u>	<u>135,036</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	(7,860)	89,824	19,003	
Fund balances - beginning	141,629	43,945	23,184	
Assigned				
Three months working capital	39,679	39,679	39,679	
Unassigned	94,090	94,090	2,508	
Fund balances - ending	<u>\$ 133,769</u>	<u>\$ 133,769</u>	<u>\$ 42,187</u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 9,589	\$ 758,933	\$ 785,537	97%
Interest	3,951	14,029	-	N/A
Total revenues	<u>13,540</u>	<u>772,962</u>	<u>785,537</u>	98%
EXPENDITURES				
Principal	-	190,000	190,000	100%
Interest	-	281,519	557,575	50%
Tax collector	116	11,356	12,274	93%
Total expenditures	<u>116</u>	<u>482,875</u>	<u>759,849</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	13,424	290,087	25,688	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	1	-	
Total other financing sources	<u>-</u>	<u>1</u>	<u>-</u>	
Net change in fund balances	13,424	290,088	25,688	
Fund balances - beginning	1,614,125	1,337,461	1,327,304	
Fund balances - ending	<u>\$ 1,627,549</u>	<u>\$ 1,627,549</u>	<u>\$ 1,352,992</u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 13,264	\$ 1,049,821	\$ 1,086,623	97%
Interest	4,615	16,268	-	N/A
Total revenues	<u>17,879</u>	<u>1,066,089</u>	<u>1,086,623</u>	98%
EXPENDITURES				
Principal	-	255,000	255,000	100%
Principal prepayment	-	-	5,000	0%
Interest	-	406,472	807,769	50%
Tax collector	161	15,709	16,978	93%
Total expenditures	<u>161</u>	<u>677,181</u>	<u>1,084,747</u>	62%
Excess/(deficiency) of revenues over/(under) expenditures	17,718	388,908	1,876	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	4	-	N/A
Total other financing sources	<u>-</u>	<u>4</u>	<u>-</u>	N/A
Net change in fund balances	17,718	388,912	1,876	
Fund balances - beginning	1,875,371	1,504,177	1,504,042	
Fund balances - ending	<u>\$ 1,893,089</u>	<u>\$ 1,893,089</u>	<u>\$ 1,505,918</u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2014
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(1)
Total other financing sources/(uses)	-	(1)
Net change in fund balances	-	(1)
Fund balances - beginning	-	1
Fund balances - ending	\$ -	\$ -

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date
REVENUES		
Misc. income	\$ -	\$ 136
Interest	-	4
Total revenues	-	140
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	140
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(4)
Total other financing sources/(uses)	-	(4)
Net change in fund balances	-	136
Fund balances - beginning	136	-
Fund balances - ending	\$ 136	\$ 136

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES A

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 March 1, 2023, at 10:00 a.m., at the Toscana Isles Amenity Center, 100 Maraviya Blvd., Venice, Florida 34275.

Present were:

Scott Blaser	Chair
Bill Contardo	Vice Chair
Paul Schmitt	Assistant Secretary
James Collins	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Vivek Babbar	District Counsel
Chris Simmons	Resident/HOA President
Dan Damont	Juniper Landscaping
Anthony Scappatura	Juniper Landscaping

Residents present:

Janet Sasso	Diane Jochum	Jeff Munzing	Dennis Koroll
Rick Rogala	Greg Talarico	Thomas Hart	Linda Hogenmiller
Lynn Rogala	Kathy Gombos	Bill Ambrose	Lisa Hart

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:01 a.m. Supervisors Blazer, Schmitt, Contardo and Collins were present. Supervisor Traczuk was not present.

SECOND ORDER OF BUSINESS

**Discussion/Consideration: Meeting
Duration [1.20 hours]**

It was determined that 1.20 hours will be sufficient time to conduct this meeting.

41 **THIRD ORDER OF BUSINESS**42 **Presentation for Juniper Landscaping [10**
43 **minutes]**

44 Ms. Cerbone stated the Juniper Representatives will only discuss the CDD Agreement
45 regarding construction and installation of landscaping related to the sabal palms and sabal palm
46 damage and/or destruction as a result of Hurricane Ian. The Construction Agreement between
47 the CDD and Juniper has a warranty clause, in the Third Amendment, which included re-staking
48 and/or replacing sabal palms destroyed in the event of a storm. She recalled that, after the last
49 meeting, Mr. Simmons facilitated a golf cart tour for himself, District Managers, Supervisor
50 Schmitt, Anthony Scappatura, from Juniper, and a few residents to tour the areas with sabal
51 palms. The group provided feedback and Mr. Scappatura was very attentive and receptive of
52 the feedback given on site. The group asked Juniper to prepare a letter for inclusion in the
53 agenda, have representatives present at the meeting to address the warranty work and
54 pending items and to respond to Board questions. Residents who participated in the golf cart
55 tour were informally asked to email their specific concerns, complaints and preferences to
56 Management; no feedback was received except one email about a leaning tree, which Juniper
57 was asked to address. Juniper staked the tree and the resident sent a thank you email. Staff
58 received feedback from the Board and the Juniper letter is included in the agenda, as
59 requested.

60 Mr. Dan Damont stated Juniper has serviced the CDD since 2014 and, in 2019, Juniper
61 was asked to plant a sabal buffer by the Developer, whose intention was to hide the adjacent
62 property. Juniper devised a plan to create a sabal buffer and hesitantly agreed to provide
63 insurance for the trees. Mr. Damont discussed the following breakdown:

- 64 ➤ 1,913 trees were originally planted in the enhanced warranty buffer area under the
65 insurance agreement.
- 66 ➤ 1,868 trees are currently standing, including those replaced by Juniper.
- 67 ➤ Juniper replaced 110 trees, re-staked 227 at-risk trees and will flush-cut and mulch 53
68 root ball trees that cannot be replaced.
- 69 ➤ Juniper prefers to credit a net deficit of 45 trees back to the CDD because it is difficult to
70 access the areas where the trees were destroyed.

71 Mr. Damont responded to questions regarding the location of the enhanced warranty
72 buffer area, if hedges can be installed to block the property behind Toscana Isles, if Juniper is
73 aware of several leaning and failing trees, the flush-cut process, Irrigation Techs, 53 root ball
74 trees, an above-ground pvc pipe along a back wall and landscaping quotes.

75 Ms. Cerbone stated the construction installation of landscaping and irrigation in relation
76 to the sabal palms was paid out of municipal bond funds; therefore, any credits received must
77 be utilized for CDD items/improvements in the 2018 Engineer's Report; landscaping was one of
78 those items. She was confident that whatever the recommendation from the provider, if it falls
79 in the landscaping category, it will be acceptable to the District Engineer, District Counsel and
80 Bond Counsel. She will obtain written confirmation from all three parties.

81 Asked what must be done to commence, Mr. Damont stated Juniper will produce an
82 exhibit of the project and a proposal for the Board's approval and proceed from there. Asked if
83 the proposal will be limited by the credit amount, Mr. Damont replied affirmatively. Asked
84 about the grass destroyed by Juniper's equipment, Mr. Damont stated the CDD must pay for
85 the grass; the insurance policy only assured the sabals.

86

87 **On MOTION by Mr. Contardo and seconded by Mr. Schmitt, with all in favor,**
88 **hearing public comments only related to only the sabal palms, was approved.**

89

90

91 Resident and HOA President Chris Simmons asked how many trees the \$13,500 credit
92 covers. Mr. Damont stated 45 trees will be credited back but the number could increase as
93 Juniper will re-examine the area for additional failing trees. Since the area was under water for
94 several weeks, there are several variables of which the CDD should be mindful.

95 Ms. Cerbone clarified the following:

96 ➤ The original contract, plus all amendments, forecast 2,268 sabal palms.

97 ➤ Only 1,913 palms were installed and paid for and the contract was closed but the
98 warranty is still open.

99

100 **FOURTH ORDER OF BUSINESS**

**CDD Update on Resident Questions/
Concerns [5 minutes]**

101

102 • Sabal Palms (1/3 of original size)

103 • Grass Destroyed by Vendor equipment

104 These items were addressed during the Third Order of Business and in Juniper's letter.

105

106 **FIFTH ORDER OF BUSINESS**

Public Comments [15 minutes]

107

108 Ms. Cerbone explained the protocol for public comments.

109 Resident Bill Ambrose asked why the CDD is involved in the parking policies if the HOA is
110 in charge of road maintenance.

111 Resident Jeff Munzing asked which entity is responsible for the downed and missing or
112 leaning signage caused by Hurricane Ian.

113 Mr. Simmons asked if Ms. Cerbone had an answer to his previous email. Ms. Cerbone
114 stated Mr. Simmons emailed some requests about Board Members, the CDD and the HOA,
115 which she forwarded to the Board Members. The Board is aware of his email, her telephone
116 response and that she let Mr. Simmons know to feel free to discuss the issue.

117 Resident Greg Talarico asked about residents who constructed a berm or retaining wall,
118 how will it work and if the CDD is responsible for the project.

119 Ms. Cerbone addressed the above comments as follows:

120 ➤ Parking Policies: For CDD-owned roads, even if there is a maintenance agreement with
121 the HOA, the CDD is legally the entity that should establish parking policies. The CDD contracts
122 with a towing company and, at the same time, the CDD contracts with the HOA who usually
123 appoints the property manager to be the administrator of the parking policy. Based on a
124 conversation with the Chair and the new HOA President, this is an open item but, due to other
125 activities the HOA is addressing, Mr. Simmons asked to keep it on the agenda until finalized.
126 When the HOA, in coordination with the CDD, can fully amend the policy, Staff will proceed.
127 The parking policy in the agenda book is where it left off with a former resident CDD Board
128 Member and a former HOA President.

129 ➤ Signage: For CDD-owned areas, a repair and maintenance agreement covers everything.
130 Under the terms of the agreement, the HOA is responsible for repairs and maintenance.

131 ➤ Regarding missing signage on bridges and a weight limit, Ms. Cerbone, along with the
132 District Engineer, will inform the HOA.

133 ➤ Resident-built Berm: The area where the berm might have been built was done near the
134 weir, which is not on CDD or HOA property; it is likely on private property. The only entity that
135 has access rights to the weir is the HOA, not the CDD; it is a plat dedication.

136

137 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
138 **Statements as of January 31, 2023 [3**
139 **minutes]**
140

141 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2023.

142

143 **On MOTION by Mr. Blaser and seconded by Mr. Contardo, with all in favor, the**
144 **Unaudited Financial Statements as of January 31, 2023, were accepted.**

145

146

147 **SEVENTH ORDER OF BUSINESS** **Approval of February 1, 2023 Regular**
148 **Meeting Minutes [2 minutes]**
149

150 Ms. Cerbone presented the February 1, 2023 Regular Meeting Minutes.

151

152 **On MOTION by Mr. Blaser and seconded by Mr. Contardo, with all in favor, the**
153 **February 1, 2023 Regular Meeting Minutes, as presented, were approved.**

154

155

156 **EIGHTH ORDER OF BUSINESS** **Continued Discussion: Policy Regarding**
157 **Parking and Towing [5 minutes]**
158

159 This item was deferred.

160

161 **NINTH ORDER OF BUSINESS** **Discussion: CDD Workshop Topics [10**
162 **minutes]**
163

164 Ms. Cerbone recalled a previous discussion about holding a CDD workshop and about
165 the accompanying agenda. Staff followed up with each Board Member and with District
166 Counsel to discuss potential meeting dates and venue availability. The workshop will be held on

167 March 14, 2023 at 5:00 p.m., at this location. Ms. Cerbone reviewed the sample workshop
168 agenda.

169

170

171

172

On MOTION by Mr. Blaser and seconded by Mr. Schmitt, with all in favor, scheduling the CDD Workshop on March 14, 2023 at 5:00 p.m., at the Toscana Isles Amenity Center, 100 Maraviya Blvd., Venice, Florida 34275, was approved.

173

174

175 **TENTH ORDER OF BUSINESS**

STAFF REPORTS [10 minutes]

176

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

178 Mr. Babbar reported the following:

179 ➤ There was recently a conference call regarding the litigation involving access to the weir,
180 wherein all parties participated.

181 ➤ The case is currently in the discovery phase, during which the parties can
182 request/compile documents and necessary information.

183 ➤ The case is set for a non-jury trial on April 9, 2024; discovery is set to conclude by
184 December 2023.

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

186 There was no report.

187 • **Cost Proposal and Inspection Report on District Improvements**

188 Ms. Cerbone noted the Board deferred this at the last meeting. If the
189 Board wants to proceed, she can include it as an expense in the fiscal year but must first do a
190 cash forecast. She responded to questions regarding the cost proposal of \$5,500 per month for
191 District Improvement Inspections.

192 The Board's consensus was to table this item until the CDD hears from the HOA
193 regarding if the HOA would like to engage the District Engineer.

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

195 • **NEXT MEETING DATE: April 5, 2023 at 10:00 AM**

196 ○ **QUORUM CHECK**

197 The next meeting will be on April 5, 2023.

198 The Workshop meeting is scheduled for March 14, 2023 at 5:00 p.m.

199

200 **ELEVENTH ORDER OF BUSINESS**

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

201

202

203 There were no Board Members' comments or requests.

204

205 **TWELFTH ORDER OF BUSINESS**

Public Comments [15 minutes]

206

207 Mr. Ambrose reported that three pipes in the alley need to be inspected; two are visible
208 and one is obscured.

209 Discussion ensued regarding the location of the pipes, the easement, the lake and the
210 District Engineer. Ms. Cerbone stated, if a pipe is blocked, the HOA needs to unblock it.

211 Resident Thomas Hart asked if there is a construction agreement with the correct
212 number of trees presented to the CDD by Juniper.

213 A resident asked if there is a setback going beyond the fence to the sabal palms.

214 Ms. Cerbone made the following clarifications:

215 ➤ Sabal Palms: The contracts, plus amendments, show 2,268 trees. The AIA documents
216 show 1,913 trees, based on what was changed in height or could not be installed. It was signed,
217 sealed and certified by the District Engineer; the contractor was paid for 1,913 trees.

218 Mr. Babbar will find out if the document should be amended and report his findings at
219 the next meeting.

220 ➤ Staff does not believe CDD lands go beyond the fence in the location of the sabal palms.
221 Interested individuals could check the Property Appraiser's website to see who owns the land.

222 ➤ The CDD does not have any maintenance contracts with Blue Heron Landscaping and
223 will defer the question to the HOA.

224

225 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

226

227

228 **On MOTION by Mr. Schmitt and seconded by Mr. Contardo, with all in favor,**
229 **the meeting adjourned at 11:19 a.m.**

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231
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233
234
235

Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES B

DRAFT

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

The Board of Supervisors of the Toscana Isles Community Development District held a Workshop on March 14, 2023 at 5:00 p.m., at the Toscana Isles Amenity Center, 100 Maraviya Blvd., Venice, Florida 34275.

Present were:

Bill Contardo	Vice Chair
Paul Schmitt	Assistant Secretary
Jim Collins	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Vivek Babbar	District Counsel
Whitney Sousa	Straley Robin Vericker
Shawn Leins	District Engineer
Chris Simmons	Resident/HOA President

Residents present:

Eugene Coblentz	Steve Synosky	Usha Reddy	Christine Katsumaki
Jeff Hogenmiller	Paula Steinert	Mark Shantz	Constance Schmitt
Alice & Gene Smit	Janet Bohland		

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the workshop to order at 5:05 p.m. Supervisors Contardo, Schmitt, and Collins were present. Supervisors Blaser and Traczuk were not present.

Ms. Cerbone stated, as this is a workshop no action will be directed to Staff and no decisions will be made. The purpose of the workshop is to engage in discussions regarding CDD-related items. She explained workshop protocols and how questions will be answered.

SECOND ORDER OF BUSINESS

Chairman's Opening Remarks

There were no Chairman's opening remarks.

43 **THIRD ORDER OF BUSINESS**

Discussion: CDD Background

44

45 Ms. Cerbone stated the Toscana Isles CDD is a special local governmental entity that
46 must abide by the Florida Statutes, in terms of what the CDD should or should not be doing.
47 The Board must work in coordination with the Statutes and in conjunction with the District
48 Manager, District Counsel and District Engineer. Neither the City nor the County control what
49 the CDD does. The Toscana Isles CDD was established on December 10, 2013.

50 Ms. Cerbone stated that CDDs are created to manage and finance public infrastructure.
51 She discussed how the CDD was created, the petition process to the City of Venice, the
52 difference between the Builder and Developer, bond issuance process and coordination
53 between the Board, District Staff, Developer, Bond Underwriter, Bond Counsel and Trustee. She
54 explained the Engineer’s Report and Assessment Methodology, which address how the bonds
55 will be repaid and how debt will be spread across all eventual individual parcels within the CDD.

56 Ms. Cerbone described the important aspects of the CDD Board, including its eventual
57 conversion from being Developer-controlled to resident-controlled, how Seats are filled,
58 General Elections and Supervisor of Elections (SOE) and Board Member term expirations. She
59 discussed Management’s duties, such as arranging and conducting meetings, preparing
60 agendas, preparing and presenting the annual budget, calculating the General Fund, Non-ad
61 Valorem Tax Assessment and the debt. Management works as a team with the HOA, District
62 Engineer and District Counsel to provide data and help the Board make informed decisions on
63 behalf of the CDD.

64 Mr. Leins stated, as the District Engineer, he answers engineering questions from
65 District Management and the Board about improvements. His firm has been involved with the
66 CDD from the beginning and he is very familiar with the CDD. Given that construction is
67 completed, there is currently very little happening, engineering-wise.

68 Mr. Babbar stated his firm has been involved with the CDD from the beginning, as well.
69 His goal, as District Counsel, is to advise the Board on how to adhere to Florida Statutes,
70 including the Sunshine Law (SL), public records law, ethics laws and other transactional
71 government business. His law firm, Straley Robin Vericker, deals solely with CDDs and
72 represents over 100 residential and Developer CDDs. Since his law firm charges the CDD an
73 hourly rate, he tries to be as efficient as possible with respect to expenses associated with the
74 CDD.

75 Ms. Cerbone stated the CDD has a website and contains the information required under
76 Florida Statutes. Ms. Sanchez will distribute Management’s business card and residents may
77 contact the District Managers with questions or public records requests.

78 The website address is toscanaislescdd.net.

79 • **Board Member Comments**

80 Mr. Contardo stated he has been involved with HOAs for 30 years and has a
81 professional background in City government and residential development and has never seen a
82 team function as effectively and efficiently as the current District Management team. In his
83 opinion, his role as a Board Member is to keep assessments low and avoid increases.

84 Asked about the CDD’s assets, Ms. Cerbone stated the CDD owns the stormwater ponds,
85 drainage, catch basins, perimeter walls, gatehouse, fencing and the initial landscape. The roads
86 were financed with bonds so they are public roads and access cannot be restricted. The CDD
87 owns the sidewalks in the common areas and in the Right-of-Way (ROW).

88 Mr. Collins stated one reason the Board requested a workshop was to enlighten
89 residents so that there is no confusion about the roles of the CDD and the HOA. He opined that
90 residents should ask questions and decide which entity is most accurate, the CDD or the HOA.
91 An informed citizenry is what makes the community run the best.

92 • **Public Comments**

93 Resident Mark Shantz asked about fishing in the lakes. Ms. Cerbone stated there is a
94 Maintenance Agreement with the HOA, which is the responsible party and can determine what
95 should or should not be allowed along the lakes. Mr. Babbar stated his firm recommends the
96 CDD implement a “No Fishing” policy because of liability and animals associated with the
97 ponds; the ponds in the CDD are functional, not recreational. He discussed public roads, tax-
98 exempt bonds and the amenity center.

99 In response to a resident’s question, Ms. Cerbone stated the CDD owns the sidewalks
100 and curbs. Any CDD-owned asset is covered by the maintenance agreement with the HOA;
101 therefore, the HOA is responsible for budgeting, funding and contracting with vendors to make
102 sure the CDD improvements are maintained appropriately.

103 In response to a question regarding why the west perimeter wall was modified and who
104 paid for it, Ms. Cerbone encouraged the resident to email a public records request with specific
105 adjacent addresses to Management’s office and she or a member of her team will research the
106 District Engineer construction requisitions and respond accordingly.

107 Asked if the CDD has input about installing a traffic signal at a nearby intersection, Mr.
108 Babbar stated the CDD has very limited authority for decisions that do not impact CDD assets.
109 Local governmental officials make that type of decision. It was noted that the Board previously
110 asked the County to install a traffic signal at the intersection but the request was denied.

111 Ms. Cerbone, Mr. Babbar and Mr. Liens responded to questions about speeding, traffic
112 enforcement on CDD-owned roads, signage, Florida Department of Transportation (FDOT)
113 compliance, local law enforcement agencies, filling vacated seats, General Elections, candidates
114 qualifying with the SOE, why infrastructure was completed prior to construction of homes,
115 which entity is responsible for roadway damage and if there are sidewalk code requirements.

116 Asked for an explanation of the maintenance contract, Ms. Cerbone stated there is a
117 legal agreement between the CDD, who is considered the customer, and the HOA, who is
118 considered the vendor, that states the HOA will maintain all CDD improvements.

119 Asked about sewer maintenance responsibility, Mr. Liens stated all the water and sewer
120 utilities were turned over to the City of Venice.

121 Discussion ensued regarding construction of the roads, first and second lifts of asphalt,
122 structural integrity of the roads, Developer discretion, engaging a geotechnical engineering firm
123 to inspect the roads and maintaining harmony between the CDD and the HOA.

124 • **Board Member Comments**

125 Mr. Contardo urged residents who want clarity about CDD matters to contact Ms.
126 Cerbone and her team, who will coordinate with the District Engineer and District Counsel on a
127 response.

128

129 **FOURTH ORDER OF BUSINESS**

Discussion: CDD Bonds

130

131 Ms. Cerbone stated the CDD was formed and, based on the Developer's timing for
132 constructing the infrastructure, the decision was made to issue two series of bonds; the 2014
133 bonds and the 2018 bonds. The term of each bond series is 30 years; the last payment of the
134 2014 bonds will be November 2044 and the last payment of the 2018 bonds will be November
135 2049. Ms. Cerbone discussed the capitalized interest period, how residents can prepay bond
136 debt, non-ad valorem assessment responsibility, general fund, operation and maintenance
137 (O&M) and professional and admin fees. The amortization schedules for the 2014 and 2018
138 bonds are in the budget portion of the agenda packets.

139 • **Board Member Comments**

140 A Board Member asked about issuing a third bond series.

141 Ms. Cerbone and Mr. Babbar responded to questions about the bond issuance process,
142 refinancing the bonds, 10-year call provision on each of the bonds and dissolution of the CDD
143 once the bonds are paid.144 • **Public Comments**145 Mr. Shantz asked if there would be a cost savings if he pays off his portion of the Series
146 2018 bond debt. Ms. Cerbone stated he might save \$975 to \$3,291 but he would still be
147 responsible for the annual O&M portion of the assessment. Information is on the last page of
148 the budget in the agenda packet.149 Asked if it was a bond Underwriter requirement that the roads be completed and
150 certified complete by the District Engineer as a condition of allowing the HOA to proceed with
151 the community walk, Mr. Leins replied no.152 • **Board Member Comments**153 There were no comments.
154155 **FIFTH ORDER OF BUSINESS****Discussion: CDD Budget**156
157 Referencing the Adopted Fiscal Year 2023 budget, Ms. Cerbone stated the CDD's fiscal
158 year started October 1, 2022 and ends September 30, 2023. Under Florida Statutes, the
159 proposed fiscal year budget must be presented and approved each year, no later than June
160 15th. Once approved, a public hearing must be scheduled and held before the Board adopts the
161 annual budget. Ms. Cerbone explained the budget preparation process, reviewed the adopted
162 Fiscal Year 2023 budget, including General Fund line items, Debt Service funds, Amortization
163 Schedules for the Series 2014 and Series 2018 bonds, General Fund Expenditures definitions
164 and Assessment Summary.165 • **Board Member Comments**166 A Board Member urged property owners to familiarize themselves with the budget. Ms.
167 Cerbone stated the budget is on the CDD website and it can be emailed upon request, if there
168 are any problems accessing it on the website. Every agenda posted on the website contains the
169 unaudited financials, which reflects the current year budget, expenditures and year-to-date
170 expenditures.

171 Asked about bond prepayment, Ms. Cerbone stated property owners can prepay right
172 before the November and May bond payments are made. Prepayments should be sent to
173 Management’s office and, once received, the funds would be forwarded to the Trustee.

174 • **Public Comments**

175 Ms. Cerbone responded to questions about total expenditures in the Fiscal Year 2023
176 budget, the Trust Indenture, refinancing, the assessment increase, tax-exempt information and
177 the Completion Agreement.

178 • **Board Member Comments**

179 There were no additional comments.

180

181 **SIXTH ORDER OF BUSINESS**

**Discussion: Repairs and Maintenance of
CDD Improvements by The Master
Association**

182

183

184

185 Ms. Cerbone reiterated that the CDD has an agreement with the HOA whereby the
186 HOA budgets, fund, manages and maintains all CDD improvements. After Hurricane Ian, the
187 HOA had to address several items, with help from the District Engineer.

188 • **Board Member Comments**

189 Mr. Contardo asked about the condition of the bridges and if they were inspected by the
190 City of Venice. Mr. Leins stated the bridges were designed to meet FDOT standards and the
191 requirements of the City of Venice. Regarding inspection, Mr. Liens stated that the Structural
192 Engineers involved signed off on the projects during construction. Asked if it is unusual that the
193 City did not inspect the bridges, Mr. Leins stated the City-issued permits for site development
194 and expressed that FDOT requirements should be met during construction. Ms. Cerbone stated
195 public records requests can be submitted to the City or the County regarding bridge
196 construction-related information.

197 A Board Member noted the importance of this discussion and suggested attendees pay
198 close attention and ask questions so they can share the information with their neighbors and
199 dispel misinformation, which causes conflict.

200 Ms. Cerbone noted the following advantages of a Maintenance Contract with the HOA:

201 ➤ There is one point of contact and one set of vendors.

202 ➤ There is usually a Property Manager on staff.

203 ➤ The HOA has the flexibility to immediately fund expenses through special assessments.

204 • **Public Comments**

205 Asked if the CDD Board and Staff contact information can be emailed to each property
206 owner, Ms. Cerbone stated contact information is on the CDD website or a request can be
207 emailed to Ms. Sanchez.

208 Asked how long the maintenance agreement with the HOA has been in place, Ms.
209 Cerbone stated since July 2016 and it was amended twice.

210 A resident voiced her appreciation to the Board and Staff for holding the workshop and
211 explaining things in layman's terms.

212 Discussion ensued regarding how the HOA is handling the community, the new resident-
213 controlled CDD Board, field operations, accounting and residents becoming more involved.

214 • **Board Member Comments**

215 Mr. Contardo stated no one on the Board is beholden to the Builder or the Developer.
216 The Board's allegiance is to the property owners and residents. In his opinion, they should
217 demand transparency from the HOA regarding the HOA's budget and finances. It should be
218 strategically planned so that property owners and residents know how HOA funds are being
219 expended but, in his opinion, many HOAs are reluctant to disclose financial information.

220

221 **SEVENTH ORDER OF BUSINESS****Public Comments: *non-agenda items***

222

223 Asked about the cost of the seawall, Ms. Cerbone stated no decisions can be made in a
224 workshop and the District Engineer is not obligated to respond to the question.

225 Asked to clarify which entity is in charge of towing rules, Ms. Cerbone stated the only
226 rules she is aware of that need to be aligned are the towing and parking rules. In order for
227 towing to be enforced on a public road and since the CDD is the public entity that owns the
228 roads, the CDD, not the HOA, would have to create a parking and towing policy, hold a public
229 hearing, adopt the policy and initiate a contract.

230

231 **EIGHTH ORDER OF BUSINESS****Supervisors' Requests**

232

233 There were no Supervisors' requests.

234

235 **NINTH ORDER OF BUSINESS****Adjournment**

236

237 The workshop adjourned at 7:43 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9

Toscana Isles Community Development District (“CDD”)

Parking and Towing Policy (“Parking Policy”)

I. Parking Restrictions

A. For purposes of this Policy, "vehicle" includes, without limitation, restricted vehicles (any truck, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping), cars, trucks, vans, SUVs, and other objects designed for transporting items or individuals whether motorized or not.

B. A vehicle may be parked on a CDD road for no longer than two hours provided the vehicle does not interfere with traffic flow at any time, is not parked in a CDD right-of-way adjacent to any median located in the center of the road, does not block access to sidewalks, and faces the same direction of traffic flow. When feasible, vehicles shall avoid parking within 20-feet of another vehicle parked on the opposite side of the roadway to allow free movement of traffic, delivery trucks, and emergency vehicles.[Will this be enforced? If so, this should be revised to remove “when feasible” and “shall avoid” and include “shall not”]

C. Parking on CDD roads is strictly prohibited from the hours of 12:00am to 6:00am, unless an overnight parking pass was issued in accordance with Section II below, which must be prominently displayed at all times on the driver's side interior front window when parked within the CDD road right-of-way.

II. Overnight Parking Pass

A. An overnight parking pass may be obtained from the Toscana Isles Master Association (“Master Association”).

B. An overnight parking pass will be valid only for 1 (one) night.

C. The CDD or the Master Association may issue an overnight parking pass for medical emergencies and/or unexpected guests.

III. Violations

A. Upon a first violation of this Parking Policy within a 90-day period, the CDD or its designee will place a parking violation notice on the windshield of the vehicle. If the CDD or its designee has an email address on file for the owner of the vehicle it will provide a written notice via email to the vehicle’s owner (with photographic evidence) requesting the resident to comply with the parking policy.

B. Upon a second violation within a 90-day period the CDD or its designee will place an official violation letter on the vehicle and if the CDD or its designee has an email address on file for the owner of the vehicle it will provide a second written notice via email to the vehicle’s owner. A second violation cannot be issued the same day that first violation

occurs, i.e. the second violation can only be issued after midnight that same night (i.e. after 12:00 am the immediately following day).

C. Upon a third violation within a 90-day period the CDD or its designee will place an official violation letter on the vehicle, and if the CDD or its designee has an email address on file for the owner of the vehicle it will provide a third written notice via email to the vehicle's owner, and the vehicle's license plate number will be provided to the CDD's contracted towing company to be on the list of vehicles that can be towed for the remainder of the 90-day period if illegally parked within the CDD road or right-of way during the hours of 12:00am and 6:00am. [What about if a vehicle is parked for more than two hours?]The vehicle must be moved within two (2) hours of the violation time shown on the written notice that is placed on the vehicle windshield the vehicle will be towed without notice.

D. Upon a fourth violation or more in a consecutive 90-day period the vehicle will be towed without further notice at vehicle owner's expense. The CDD or its designee's ability to tow the vehicle without prior notice, if parked illegally, shall expire the 91st day after the date of the first violation, except during situations where emergency towing is necessary. [Is this only for overnight parking violations or does it include vehicles parked for more than two hours?]

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

¹Toscana Isles Amenity Center, 100 Maraviya Blvd., Venice, Florida 34275

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 7, 2022* <i>Continued to November 15, 2022</i>	Regular Meeting	10:00 AM
November 15, 2022	Continued Regular Meeting	10:00 AM
November 28, 2022	Regular Meeting	2:00 PM
December 7, 2022 CANCELED	Regular Meeting	10:00 AM
January 4, 2023¹	Regular Meeting	10:00 AM
February 1, 2023¹	Regular Meeting	10:00 AM
March 1, 2023¹	Regular Meeting	10:00 AM
March 14, 2023¹	Workshop	5:00 PM
April 5, 2023¹	Regular Meeting	10:00 AM
May 3, 2023¹	Regular Meeting	10:00 AM
June 7, 2023¹	Regular Meeting	10:00 AM
July 5, 2023¹	Regular Meeting	10:00 AM
August 2, 2023¹	Regular Meeting	10:00 AM
September 6, 2023¹	Regular Meeting	10:00 AM

***Exception**

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday