

**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 12, 2024, at 11:00 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
Michael Traczuk	Assistant Secretary

**Also present:**

Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Vivek Babbar	District Counsel
Diane Jochum	Resident & Director at Large
Sabastian Walczak	General Manager
Bill Ambrose	Resident
Jeff Munzing	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 11:04 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Continued Discussion: Resolution 2021-05,  
Policies Regarding the Conduct of  
Meetings of the Board [5 minutes]**

Regarding conduct in CDD meetings, Mr. Blaser reminded the Board Members to wait for the Chair to recognize them before they speak.

**THIRD ORDER OF BUSINESS**

**Discussion/Consideration: Meeting  
Duration [90 minutes]**

This item was not addressed.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes [5 minutes]**

**A. November 1, 2023 Regular Meeting**

Ms. Sanchez recalled the Board’s directive at the last meeting and stated that she listened to the audio related to a part of the minutes that was in question and deleted the last two sentences, on Lines 127 through 129, as she could not confirm the item in question.

**B. February 7, 2024 Regular Meeting**

**On MOTION by Mr. Schmitt and seconded by Mr. Blaser with all in favor, the November 1, 2023 Regular Meeting Minutes, as amended, and the February 7, 2024 Regular Meeting Minutes, as presented, were approved.**

**FIFTH ORDER OF BUSINESS**

**Chairman’s Opening Remarks [5 minutes]**

Mr. Blaser stated that there are no other opening remarks aside from his earlier statement.

**SIXTH ORDER OF BUSINESS**

**Resident Concerns [5 minutes]**

- **Ownership of Roads and Curbing**

Ms. Sanchez stated that the CDD owns the roads, which are maintained by the Master Association; this is a follow-up item from the last meeting.

**SEVENTH ORDER OF BUSINESS**

**Public Comments [15 minutes]**

Resident Jeff Munzing voiced his opinion that the bridges and the road surface are starting to fail, which he will pass along to the new President of the Master Association. He hopes all deficiencies will be addressed before the Developer and builders leave the premises. It is his opinion the bridges have been misused by allowing vehicles over 20 tons to drive over them. He asked the Board to post weight capacity signage on the bridges. Mr. Schmitt discussed the classifications from the Army Corp of Engineers (ACOE) regarding the weight capacities for “live” roads and “dead” roads.

Mr. Schmitt reported concrete cracks and broken pavers on the corner of the small bridge, which he believes is due to heavy construction traffic, and noted exposed rebar on Tusca Villa. The Board agreed with Mr. Schmitt’s suggestion that Mr. Leins evaluate the

roadways and provide an opinion at the next meeting. Mr. Schmitt was asked to email Ms. Sanchez the locations to pass on to Mr. Liens.

Regarding the demand letter to D.R. Horton, Mr. Babbar stated a response is pending.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Matters Related to Wisdom Properties, LLC vs. LALP Development, LLC, Toscana Isles Community Development District, and Toscana Isles Master Association, Inc., Case No 2022 CA 004042 NC [15 minutes]**

Mr. Blaser recalled that a Shade Session was held last month, within a public meeting, to discuss the settlement offer. He asked through the recommendation of the Board, whether to reject the offers.

**On MOTION by Mr. Contardo and seconded by Mr. Collins, with all in favor, to rejecting all offers related to the Wisdom Properties, LLC vs. LALP Development, LLC, Toscana Isles Community Development District, and Toscana Isles Master Association, Inc., Case No 2022 CA 004042 NC litigation, was approved.**

Mr. Babbar stated that future Shade Sessions might be needed as the trial date in June 2024 nears. He recalled the ongoing authorization from the Board to schedule Shade Sessions, as needed. He will work with Staff and the Board on the appropriate package for those meetings.

**NINTH ORDER OF BUSINESS**

**Discussion: Demand Letter to Juniper Landscaping of Florida, LLC for Completion of Warranty Work [10 minutes]**

Mr. Blaser stated that he expected Juniper’s response to the CDD’s demand letter, because of the time period and some of the work the residents and the HOA had done.

Ms. Sanchez read the February 16, 2024 email from Mr. Anthony Scappatura, of Juniper Landscaping, into the record, as follows:

“Good Afternoon,

After our review of this letter, we are looking for some clarification on what exactly is being requested for us to complete. The credit proposal (209075) that

was agreed upon and signed by Scott Blaser on 5/14/23 was completed. All material installed. After we completed our commitment, the prior HOA Board hired another company to come and remove ALL tree stakes throughout this buffer, including the new staking that we installed on leaning or replacement trees. To add, about a month ago, the current Board hired a separate company to bring in a stump grinder. They have ground down multiple areas throughout this buffer creating large holes and damaging the irrigation. I met with the current HOA Board President Eugene January 10<sup>th</sup> to review the damaged caused by their stump grinding vendor and he was requesting a quote from us to repair the damage their vendor caused.

We have responded to all communications, this is the first time I have heard from the CDD since my reply on November 10<sup>th</sup>.

1. Juniper completed all work that was agreed in last meeting for a credit on missing palms.
2. Juniper's Maintenance contract was terminated May 15th leaving us no control over the irrigation system.
3. The prior HOA board hired another company to remove ALL tree staking throughout buffer, including new staking material we had just installed.
4. About a month ago the current HOA hired another company to come stump grind several areas in buffer leaving large holes, debris, and damaged irrigation.
5. Current Board President has requested a quote from us to clean up debris and repair damaged caused by OTHER vendors.

Juniper is not responsible to complete any additional work or to clean up after other vendors as stated in my last response to CDD. We have not received any additional request until this letter.

If you would like to jump on a conference call or meet to discuss further, please let us know."

Mr. Schmitt voiced his opinion that most of what Mr. Scappatura said is untrue; specifically, that Juniper completed the work, since there is a long list of punch list items of things that were not done and stump grinding was not done. He believes Mr. Scappatura is

correct in that the HOA fired Juniper so, in his opinion, the HOA will now have to pay to correct whatever problems Juniper was unable to correct.

Ms. Sanchez discussed the \$7,215 Allen Tree Service Invoice sent to her from the HOA for stump grinding and leveling. Mr. Blaser voiced his opinion that Juniper should pay the invoice as it is part of the warranty work and on the punch list, which Juniper agreed to complete; specifically, filling the holes, grind or flush cut the stumps and remove the debris.

Discussion ensued regarding certain project timelines, Mr. Scappatura not doing a final walkthrough to review the punch list items and the HOA obtaining quotes to fix the damaged irrigation caused by the vendor, which is separate from Juniper completing the stump grinding punch list item.

Mr. Blaser suggested sending a second demand letter with the initial punch list and asked Ms. Jochum to comment. Ms. Jochum stated that she agreed that the statements in Mr. Scappatura's email are incorrect; certain stakes were removed but not the new ones and any irrigation damaged during stump grinding has nothing to do with the hurricane damage. In her opinion, the holes were not filled with subterranean material or mulched, the project is about 85% to 90% completed and looks much better than it did. She noted the TI Rangers picked up the debris.

The HOA hiring Juniper for work separate from any CDD project was discussed.

Mr. Schmitt stated he will inspect to see if any holes need to be filled; he suggests having Juniper pay the \$7,215 invoice to the HOA, since this is well documented. Mr. Blaser thinks the letter should include language telling Juniper to either fill the holes or reimburse the cost the HOA will incur to fill them.

The Board authorized sending the demand letter, without first reviewing the draft.

Regarding asking Juniper to have someone other than Mr. Scappatura respond to the demand letter, Mr. Babbar stated that he will include that request in the demand letter.

**On MOTION by Mr. Schmitt and seconded by Mr. Traczuk, with all in favor, authorizing District Counsel to send a second demand letter/response to the same parties, indicating that they have a punch list that was agreed upon by Juniper to complete before any other vendors were brought in, and ask Juniper to reimburse the HOA \$7,215 for stump grinding, which was part of Juniper's warranty work, and to fill holes or reimburse the HOA for the costs to fill them, since Juniper did not finish filling the holes, grind or flush cut the stumps or remove debris for some time, was approved.**

**TENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of January 31, 2024 [3 minutes]**

Mr. Blaser cautioned the Board Members about contacting the District Engineer, as this line item already exceeds the budget and he expects expenses to increase by the Fiscal Year end. Ms. Sanchez noted the majority of the expenses pertained to the Inspection Report regarding CDD ownership.

**On MOTION by Mr. Contardo and seconded by Mr. Schmitt, with all in favor, the Unaudited Financial Statements as of January 31, 2024, were accepted.**

**ELEVENTH ORDER OF BUSINESS****Staff Reports [10 minutes]****A. District Counsel: Straley Robin Vericker**

Mr. Babbar stated that the legislative session ended March 8, 2024. He gave an overview of the recently passed Committee Substitute House Bill 7013 awaiting the Governor's signature or veto; once executed he will provide further updates.

Regarding the required ethics training courses, Mr. Babbar recommends the \$49 course offered by the Florida Association of Special Districts (FASD), as it is tailored to Special Districts. Mr. Contardo suggested the Board Members attend a similar eight-hour course he took for new supervisors in Fort Myers; possibly including other CDDs in the area.

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

There was no report.

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

- **NEXT MEETING DATE: April 3, 2024 at 10:00 AM**
  - **QUORUM CHECK**

The next meeting will be on April 3, 2024, unless cancelled.

**TWELFTH ORDER OF BUSINESS****Board Members' Comments/Requests [2 minutes]**

There were no Board Members' comments or requests.

Regarding a punch list, Mr. Munzing stated, in his experience, contractors will typically say you cannot add anything else to it; he always had an ongoing open contract construction list. He thinks the Board should contact the person who signed the original Juniper contract.

Mr. Munzing asked if the CDD has anything to do with the damaged entrance gate.

Regarding Mr. Munzing's earlier comment about weight capacity, Mr. Schmitt stated that he researched the weight of the concrete vehicles and voiced his opinion that the weight is not as heavy as one would think. Mr. Munzing stated that he received information from Eugene, the President of the Community, that indicated the weight of concrete trucks is over 33 tons. Mr. Schmitt asked for a copy.

Mr. Munzing stated a gate in question is the emergency fire gate off Laurel Road, which was damaged during the hurricane. Ms. Sanchez stated that she will verify ownership with the District Engineer. Resident Diane Jochum stated that the HOA maintains the gate, which has been fixed several times; it is an ongoing issue due to landscapers or neighbors pushing it open.

A resident pointed out a discrepancy in what Mr. Scappatura said about not being responsible for irrigating the palms when they are for new home construction. In their opinion, they could have asked Mike to irrigate the new plantings for 30 days.

Mr. Ambrose thinks, with regard to the stumps, the HOA invoice should reconcile with what Juniper did before. He asked if there should be a letter from the CDD to the HOA regarding Juniper advising the HOA that future involvement with Juniper is possibly not in the best interest. Mr. Blaser stated that it is the HOA Board's decision whether to engage Juniper for HOA projects.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Schmitt and seconded by Mr. Contardo, with all in favor,  
the meeting adjourned at 12:10 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Secretary/Assistant Secretary



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Chair/Vice Chair