

**TOSCANA ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

**November 10, 2021
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

November 3, 2021

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 November 10, 2021, 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. 343, Smith-Manus Agency, Inc. [\$815.00]
 - B. No. 344, Becerra Construction of Central Florida, Inc. [\$10,124.25]
 - C. No. 345, Steve Breen Enterprises, LLC [\$3,250.00]
 - D. No. 346, Juniper Landscaping of Florida, LLC [\$14,836.87]
 - E. No. 347, USA Services of Florida, Inc. [\$500.00]
 - F. No. 348, AM Engineering, LLC [\$4,500.00]
 - G. No. 349, Prestige Sod Service, Inc. [\$6,086.08]
 - H. No. 350, Care Electric, Inc. [\$388.00]
 - I. No. 351, Tech Tactics, LLC [\$4,666.00]
 - J. No. 352, Juniper Landscaping of Florida, LLC [\$6,174.45]
 - K. No. 353, LALP Development, LLC [\$1,315.55]
 - L. No. 354, Pennuto Underground Cable and Conduit, Inc. [\$4,520.00]
 - M. No. 355, AM Engineering, LLC [\$3,110.00]

ATTENDEES:

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

NOTE: MEETING LOCATION

- N. No. 356, Juniper Landscaping of Florida, LLC [\$424,705.95]
5. Ratification of Change Order(s)/Proposal(s)
- A. Cast-Crete USA, LLC DBA Curbco, Remove and Replace Miami Curb [\$35,200.00]
 - B. Juniper Landscaping of Florida, LLC, Proposal No. 129203, Grand Oak Tree Irrigation and Sod/Cleanup [\$13,834.00]
 - C. Juniper Landscaping of Florida, LLC, Proposal No. 126447, Restore Irrigation Zone Lines Following Underdrain Install [\$45.00 per hour - NTE \$7,000.00]
 - D. Juniper Landscaping of Florida, LLC, Proposal No. 123266, Toscana Phase 2 Lift Station Landscape Installation [\$3,864.45]
 - E. Juniper Landscaping of Florida, LLC, Proposal No. 129809, Remove, Regrade and Reinstall Zoysia Per Pallet [\$14,000.00]
 - F. Juniper Landscaping of Florida, LLC, Proposal No. 131438, Repair Damaged Irrigation by Drain Install on Pescador [\$376.00]
 - G. Tech Tactics Estimate #2859, Install and Configure Security Camera System with Remote Access at 2nd Entry/Exit Gate [\$7,386.00]
 - H. Universal Engineering Sciences, LLC, Work Authorization/Proposal Acceptance Form, Pescador Roadway Inspection - Pavement Cores, Piezometers, Groundwater Measurement and Final Report [\$3,850.00]
 - I. Bontrager Painting, Inc., Estimate #5175, Apply 2 Coats of Sherwin Williams Deckscape or Super Deck Exterior Latex Semi Transparent Stain to Trellis Detail and Second Entrance to Toscana Isles [\$950.00]
6. Consideration of Superior Asphalt, Inc., Construction Agreement for Placement of Final Lift of Asphalt and Ratification of Execution by Chairman **[5 minutes]**
7. Update: Stormwater Reporting Requirements **[15 minutes]**
- A. New Legislation
 - B. Documents to Complete
 - C. Correspondence and Conference Call Notes (District Engineer, CDD Board Representative and District Manager)
 - AM Engineering, LLC, Proposal for Stormwater Needs Analysis, AME Job-VANG015CDD [\$10,000.00]
8. Acceptance of Unaudited Financial Statements as of September 30, 2021

9. Approval of September 22, 2021 Regular Meeting Minutes

BUSINESS ITEMS

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

11. 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: December 8, 2021 at 10:00 A.M., Offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238

○ 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 |

12. Board Members' Comments/Requests **[5 minutes]**
13. Public Comments **[10 minutes]**
14. Adjournment

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

Sincerely,

 Cindy Carbone
 District Manager

FOR BOARD MEMBERS, STAFF AND MEMBERS OF THE
PUBLIC TO ATTEND BY TELEPHONE:
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

**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. 343**

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: **343**
- (B) Name of Payee: **Smith-Manus Agency, Inc.**
- (C) Amount Payable: **\$815.00**
- (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 #184908-1-2 Surety Fee for Utility Maintenance Bond LICX1197326-1-2

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: 9-22-21

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.

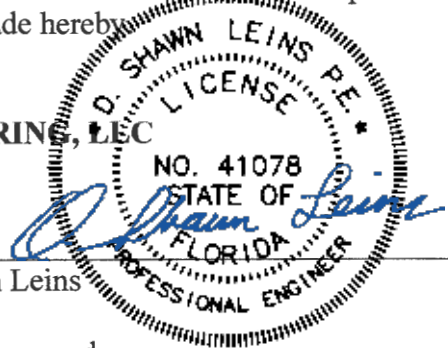
The undersigned further certifies that:

- (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



As District Engineer and Consulting Engineer to the District

Date: 09/23/2021

Smith-Manus
 2307 River Road, Suite 200
 Louisville, KY 40206-5005
 Phone: (502) 636-9191
 Fax: (502) 636-5328

**BOND ADJUSTMENT
 INVOICE**



Remit to:
 Smith-Manus
 2307 River Road, Suite 200
 Louisville, KY 40206-5005

| | |
|--|------------------|
| Mailing Address: | Code: 200 |
| Vanguard Land, LLC 6561 Palmer Park Circle Suite B Sarasota, FL 34238 | |

Terms: Due Upon Receipt

Customer Copy

Bond Executed in the following Company:

Lexon Insurance Company

Principal:

Toscana Isles Comm. Dev. District
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431
 Account Number: LALPTOSCA

Obligee:

City of Venice
 401 West Venice Ave.
 Venice, FL 34285

| Bond Number- Term-Trans | Effective Date | Expiration Date | Statement |
|-------------------------|----------------|-----------------|-----------|
| LICX1197326-1-2 | 6/18/2020 | 11/14/2021 | SEP 21 |

| Bond Amount | Type | Invoice Number |
|--------------|-------------------------|----------------|
| \$325,311.00 | C SUBDIVISION BONDS-ALL | 184908-1-2 |

| Bond Description |
|---|
| Extending expiration from 9/14/21 to 11/14/21 |

| Kentucky Surcharge Amount | % | FL Hurricane Cat Fund | % |
|---------------------------|------|-----------------------|------|
| \$0.00 | 0.0% | \$0.00 | 0.0% |

| Premium | Plus Taxes | Total Customer Amount | Balance Due-SMA |
|----------|------------|-----------------------|-----------------|
| \$815.00 | \$0.00 | \$815.00 | \$815.00 |

Date Printed: 9/13/2021

Date Invoiced: 9/13/2021

CPD 9/20/2021

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number LICX1197326 effective 6/18/2021 issued by the Lexon Insurance Company in the amount of 325,311.00 DOLLARS, on behalf of Toscana Isles Comm. Dev. District as Principal and in favor of City of Venice as Obligee:

Now, Therefore, it is agreed that:

This rider will extend the expiration date from 9/14/2021 to 11/14/2021.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 14th day of September, 2021

Signed, sealed and dated this 13th day of September, 2021

Toscana Isles Comm. Dev. District (Principal) Lexon Insurance Company (Surety)

By: _____

By: Brook T. Smith Attorney-in-Fact

Accepted By:

City of Venice

**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. 344**

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: 344
- (B) Name of Payee: Becerra Construction of Central Florida, Inc.
- (C) Amount Payable: **\$10,124.25**
- (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):

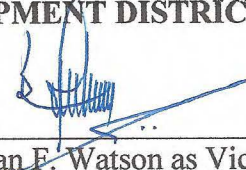
Invoice 202657, dated 08/26/2021 –Secondary Entry Sign

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: 9-22-21 _____

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

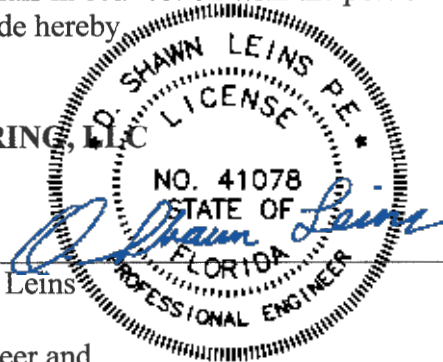
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 09/23/2021





779 Tamiami Trail, Unit
#8
Port Charlotte, FL
33953

Invoice

| | |
|---------|-----------|
| Date | Invoice # |
| 8/26/21 | 202657 |

Bill To

Toscana Isles Community
Development District
7350 Point of Rocks Rd
Sarasota, FL 34242

| P.O. No. | Project | Terms | Start Date |
|----------|------------------------------------|-------|------------|
| | Toscana Isles Secondary Entry Sign | | |

| Description | Amount |
|--|--------------------|
| <p>This proposal is to provide concrete and masonry costs for the above project. This proposal is based on plans from BSB Design dated 12/5/2019. This proposal includes labor, material, equipment, applicable taxes and insurance.</p> <p>Scope of Work:</p> <ul style="list-style-type: none"> •Location and elevations designated by others. •Structural foundation •#5 Vertical rebar per plan •8" CMU wall with one (1) course bond beam per plan •All down cells poured to full height •All concrete is per S-0.1 <p>Upon Completion of Concrete and Masonry work: \$7,730.00 Upon Completion of Project: \$2,000 Cost of Permit: \$394.25 Total: \$10,124.25</p> <p>Exclusions: Import or export of any fill, initial pad must be within 1/8 of 1" Demolition of any kind Excavation backfill and compaction for other trades Safety only as it relates to our scope of work Any other work not stated above</p> <p>General Contractor Requirements:</p> <p>Permitting and fees Access for all equipment, wash out area for concrete trucks Back charges will not be accepted without prior notification and due process.</p> <p>Payment to be received by Becerra Construction within agreed contract terms: All materials to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications may result in additional charges. Venue is Charlotte County, FL. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Becerra Construction is not responsible for damage due to natural disasters. Prices are subject to change without notice due to material price increases.</p> | <p>10,124.25</p> |
| Total | \$10,124.25 |

[Signature]
9-13-2021

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida

County of Charlotte

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

1. He or she is the admin (title), of Becerra Construction of Central Florida, 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 \$10,124.25.
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 \$10,124.25 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 28 day of Sept., ~~2020~~ ²⁰²¹

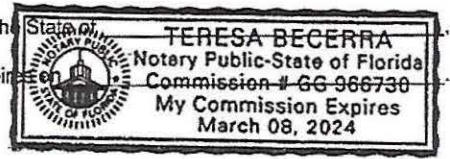
x Suzanne Smith

Print Name: Suzanne Smith

SWORN TO AND SUBSCRIBED before me this 28 day of Sept 2021 by Suzanne Smith, 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)

Teresa Becerra
Signature of Notary Public
Teresa Becerra
Print Name of Notary Public

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


**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. 345**

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: 345
- (B) Name of Payee: Steve Breen Enterprises, LLC
- (C) Amount Payable: **\$3,250.00**
- (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 for North Entry Trellis dated 09/06/2021

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: 9-22-21

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.

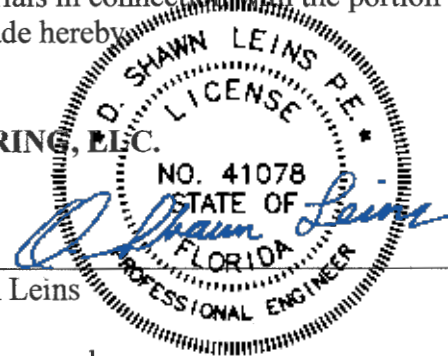
AM ENGINEERING, LLC.

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 09/23/2021



INVOICE

STEVE BREEN
CARPENTRY
ENTERPRISES LLC

NO.

| | |
|----------------------|----------|
| INVOICE DATE | 7/6/2021 |
| CUSTOMER'S ORDER NO. | |

| | |
|----------|---------------|
| SOLD TO: | TOSCANA ISLES |
| | |
| | |

| |
|----------|
| SHIP TO: |
| |
| |

| | | | |
|-------------|-------------|-------|--------|
| SALESPERSON | SHIPPED VIA | TERMS | F.O.B. |
|-------------|-------------|-------|--------|

| QTY ORDERED | QTY SHIPPED | DESCRIPTION | UNIT | AMOUNT |
|-------------|-------------|--|------|-----------------------|
| | CDI | NORTH ENTRY TRELLIS PER CONTRACT | | \$3,250.00 |
| | | CLUB HOUSE REPAIR (2) POOL WHEEL CHAIRS | | \$260.00 |
| | | TOTAL | | \$3,510.00 |

[Signature]
9-13-2021

INVOICE

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, personally appeared Steve Breen ("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 **Steve Breen Enterprises, 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 **\$3,250.00** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **09/06/2021** to Owner on the following real property:

Toscana Isles CDD – Invoice #131965 AND #131966

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

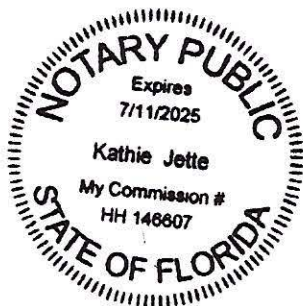
SIGNED, SEALED and DELIVERED this 5 day of Oct, 2021

SBreen

Print Name: STEVE BREEN

SWORN TO AND SUBSCRIBED before me this 5 day of Oct 2021 by Steve Breen, 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)



Kathie Jette
Signature of Notary Public

Kathie Jette
Print Name of Notary Public

I am a Notary Public of the State of Florida

and my commission expires on 7-11-2025

**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. 346**

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: 346
- (B) Name of Payee: Juniper Landscaping of Florida, LLC
- (C) Amount Payable: **\$14,836.87**
- (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):

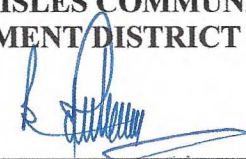
Invoice 131965 – North Entry FPL Box Shielding \$ 1,441.87
Invoice 131966 – North Entry Lighting \$13,395.00

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: 9-22-21

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:

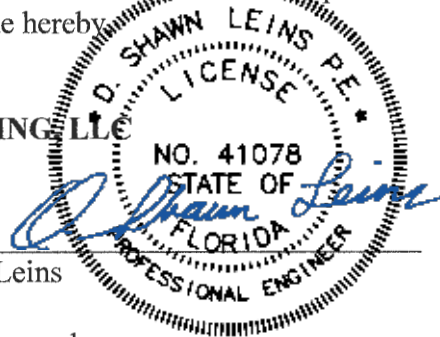
- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified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



As District Engineer and Consulting Engineer to the District

Date: 09/23/2021

Please Remit Payment to:

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



Invoice 131965

| |
|--|
| 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 |
| 08/31/21 | 8/31/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|---|-------------------|
| #119606 - Toscana North Entrance FPL Box Shielding | \$1,441.87 |
| <i>Landscape Install - 08/31/2021</i> | |

Grand Total \$1,441.87

[Handwritten Signature]
9-13-2021

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|-----------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$0.00 | \$14,836.87 | \$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 Lee

BEFORE ME, the undersigned authority, personally appeared Karen Hipou ("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 \$14,836.87 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 08/31/2021 to Owner on the following real property:

Toscana Isles CDD – Invoice #131965 AND #131966

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 21 day of Sept, 2021

Karen Hipou

Print Name: Karen Hipou

SWORN TO AND SUBSCRIBED before me this 21 day of Sept 2021 by Karen Hipou 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

Please Remit Payment to:

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



Invoice 131966

| |
|--|
| 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 |
| 08/31/21 | 8/31/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|--------------------------------------|--------------------|
| #120071 - New Entry Lighting | \$13,395.00 |
| <i>Lighting Install - 08/26/2021</i> | |

Grand Total \$13,395.00

[Handwritten Signature]
9.13.2021

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|-----------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$0.00 | \$14,836.87 | \$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

**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. 347**

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: 347
- (B) Name of Payee: USA Services of Florida, Inc.
- (C) Amount Payable: **\$500.00**
- (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):

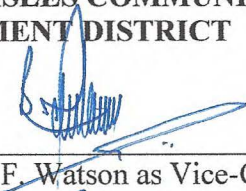
Invoice #USA019593 Street Sweeping of Construction Area

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: 9-22-21

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.

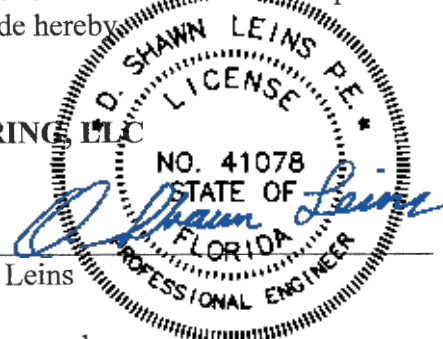
The undersigned further certifies that:

- (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



As District Engineer and Consulting Engineer to the District

Date: 09/23/2021



Invoice



A Fully Owned Subsidiary of Sweeping Corporation of America

448 Spring Hammock Court
Longwood, FL 32750

Bill To

TOSCANA ISLES CDD C/O
WRATHELL HART HUNT & ASSOCIATES
2300 GLADES ROAD
SUITE 410 W
BOCA RATON FL 33431

| | |
|----------------|-----------|
| Invoice Date | 8/31/2021 |
| Invoice # | USA019593 |
| Terms | Net 30 |
| Due Date | 9/30/2021 |
| Customer PO # | |
| Service Period | Aug 2021 |
| Memo | |
| CC-9345 | |

| Location/Item | Description | Svc Date | Qty | Rate | Amount |
|-------------------|---|-----------|-----|--------|--------|
| TOSCANA ISLES CDD | MECHANICAL SWEEPING LOCATION: TOSCANA ISLES | 8/26/2021 | 1 | 500.00 | 500.00 |

We are delighted to have you as a customer and appreciate your business!

For invoice questions please contact Natasha Thompson at 407-339-1800 or email
BillingSouth@sweepingcorp.com

Total \$500.00

Please Remit Electronic Payments To:
USA Services of Florida, Inc.
Routing #: 041001039
Account #: 359681555850

Handwritten signature and date: 9-13-2021

Remittance Slip

Make Checks Payable To
USA Services of Florida, Inc.
PO Box 74042
Cleveland, OH 44194-0124

| | |
|-------------|-------------------|
| Customer | TOSCANA ISLES CDD |
| Invoice # | USA019593 |
| Amount Due | \$500.00 |
| Amount Paid | _____ |

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Ohio
State of Florida
County of Cuyahoga

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

1. He or she is the Billing Specialist (title), of USA Services of Florida, 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 \$500.00.
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 \$500.00 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 30 day of September, 2021

X Kris Ramey

Print Name: Kris Ramey

SWORN TO AND SUBSCRIBED before me this 30 day of September, 2021 by Kris Ramey, 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.



KATHARINE B. TRENT BEYERLE
Notary Public, State of Ohio
My Commission Expires
December 11, 2022

Katharine B. Trent Beyerle
Signature of Notary Public
Katharine B. Trent Beyerle
Print Name of Notary Public
I am a Notary Public of the State of Ohio
and my commission expires on 12-11-2022

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Ohio
State of Florida
County of Cuyahoga

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

1. He or she is the Billing Specialist (title), of USA Services of Florida, 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 \$500.00.
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 \$500.00 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 30 day of September, 2021

X Kris Ramey

Print Name: Kris Ramey

SWORN TO AND SUBSCRIBED before me this 30 day of September, 2021 by Kris Ramey, 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.



KATHARINE B. TRENT BEYERLE
Notary Public, State of Ohio
My Commission Expires
December 11, 2022

Katharine B. Trent Beyerle
Signature of Notary Public
Katharine B. Trent Beyerle
Print Name of Notary Public
I am a Notary Public of the State of Ohio
and my commission expires on 12-11-2022

**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. 348**

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: 348
- (B) Name of Payee: AM Engineering, LLC
- (C) Amount Payable: **\$4,500.00**
- (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):

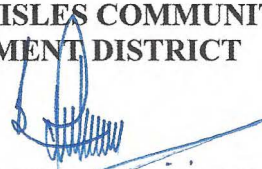
Invoice 52650 – Progress Billing through 08/20/21

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: 9-22-21

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.

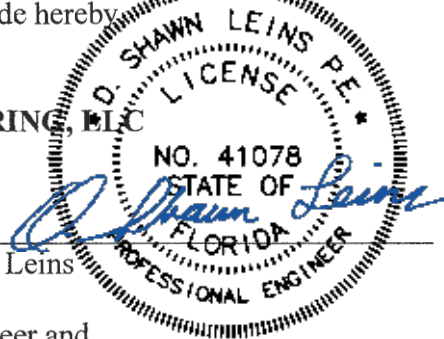
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and Consulting Engineer to the District

Date: 09/23/2021





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

Invoice Date 8/26/2021

Invoice Number 52650

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>\$4,500.00</u> |
| For professional services rendered | \$4,500.00 |


9-13-2021

For Professional services rendered through
Thank you for your business!

| TASK # | DESCRIPTION | CDD | DEVELOPER | SCHEDULED VALUE BOTH | PREVIOUS APPS. CDD | PREV. APPS. DEVELOPER | PREV. APPS. BOTH | THIS APPLICATION CDD | THIS APPLICATION DEV | THIS APPLICATION BOTH | TOTAL BILLED TO DATE CDD | CDD % Complete | TOTAL BILLED TO DATE DEV | DEV % Complete | TOTAL BILLED TO DATE BOTH | BOTH % Complete | BALANCE TO FINISH | BALANCE TO FINISH | BALANCE TO FINISH |
|--------|---------------------------------------|--------------|--------------|----------------------|--------------------|-----------------------|------------------|----------------------|----------------------|-----------------------|--------------------------|----------------|--------------------------|----------------|---------------------------|-----------------|-------------------|-------------------|-------------------|
| I. | CITY OF VENICE REZONING | \$0.00 | \$8,000.00 | \$8,000.00 | \$0.00 | \$8,000.00 | \$8,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$8,000.00 | 100.00% | \$8,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| II. | IBERA BANK TRACT REZONING | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$10,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| III. | SITE DEVELOPMENT PLANS - VENICE | \$0.00 | \$40,000.00 | \$40,000.00 | \$0.00 | \$36,000.00 | \$36,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$36,000.00 | 90.00% | \$36,000.00 | 90.00% | \$0.00 | \$4,000.00 | \$4,000.00 |
| IV. | ACOE | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | N/A | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| V. | SFWFMD | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | N/A | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| Vla. | CONSTRUCTION PLANS | \$130,410.00 | \$14,490.00 | \$144,900.00 | \$130,410.00 | \$14,490.00 | \$144,900.00 | \$0.00 | \$0.00 | \$0.00 | \$130,410.00 | 100.00% | \$14,490.00 | 100.00% | \$144,900.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 1 | \$117,000.00 | \$13,000.00 | \$130,000.00 | \$117,000.00 | \$13,000.00 | \$130,000.00 | \$0.00 | \$0.00 | \$0.00 | \$117,000.00 | 100.00% | \$13,000.00 | 100.00% | \$130,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 2 | \$13,410.00 | \$1,490.00 | \$14,900.00 | \$13,410.00 | \$1,490.00 | \$14,900.00 | \$0.00 | \$0.00 | \$0.00 | \$13,410.00 | 100.00% | \$1,490.00 | 100.00% | \$14,900.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| Vlb. | CONSTRUCTION PLANS | \$183,312.90 | \$20,368.10 | \$203,681.00 | \$183,312.90 | \$20,368.10 | \$203,681.00 | \$0.00 | \$0.00 | \$0.00 | \$183,312.90 | 100.00% | \$20,368.10 | 100.00% | \$203,681.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 4 | \$16,290.00 | \$1,810.00 | \$18,100.00 | \$16,290.00 | \$1,810.00 | \$18,100.00 | \$0.00 | \$0.00 | \$0.00 | \$16,290.00 | 100.00% | \$1,810.00 | 100.00% | \$18,100.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 2, PHASE 5 | \$68,377.50 | \$7,597.50 | \$75,975.00 | \$68,377.50 | \$7,597.50 | \$75,975.00 | \$0.00 | \$0.00 | \$0.00 | \$68,377.50 | 100.00% | \$7,597.50 | 100.00% | \$75,975.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 2, PHASE 6 | \$66,155.40 | \$7,350.60 | \$73,506.00 | \$66,155.40 | \$7,350.60 | \$73,506.00 | \$0.00 | \$0.00 | \$0.00 | \$66,155.40 | 100.00% | \$7,350.60 | 100.00% | \$73,506.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 3, PHASE 7 | \$32,490.00 | \$3,610.00 | \$36,100.00 | \$32,490.00 | \$3,610.00 | \$36,100.00 | \$0.00 | \$0.00 | \$0.00 | \$32,490.00 | 100.00% | \$3,610.00 | 100.00% | \$36,100.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VII. | PLAN MODIFICATIONS | \$43,244.11 | \$3,710.34 | \$46,954.45 | \$43,244.11 | \$3,710.34 | \$46,954.45 | \$0.00 | \$0.00 | \$0.00 | \$43,244.11 | 100.00% | \$3,710.34 | 100.00% | \$46,954.45 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VIII. | FIRST OVERALL PLAT | \$0.00 | \$23,000.00 | \$23,000.00 | \$0.00 | \$23,000.00 | \$23,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$23,000.00 | 100.00% | \$23,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000.00 | 100.00% | \$1,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PRELIMINARY PLAT - UNIT 2 | \$15,750.00 | \$1,750.00 | \$17,500.00 | \$15,750.00 | \$1,750.00 | \$17,500.00 | \$0.00 | \$0.00 | \$0.00 | \$15,750.00 | 100.00% | \$1,750.00 | 100.00% | \$17,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT | \$7,695.00 | \$855.00 | \$8,550.00 | \$7,695.00 | \$855.00 | \$8,550.00 | \$0.00 | \$0.00 | \$0.00 | \$7,695.00 | 100.00% | \$855.00 | 100.00% | \$8,550.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PRELIMINARY PLAT - UNIT 3 | \$16,695.00 | \$1,855.00 | \$18,550.00 | \$16,695.00 | \$1,855.00 | \$18,550.00 | \$0.00 | \$0.00 | \$0.00 | \$16,695.00 | 100.00% | \$1,855.00 | 100.00% | \$18,550.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT WEST - UNIT 3 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000.00 | 100.00% | \$1,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| IX. | PLATTING | \$0.00 | \$147,683.05 | \$147,683.05 | \$0.00 | \$137,683.05 | \$137,683.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$137,683.05 | 93.23% | \$137,683.05 | 93.23% | \$0.00 | \$10,000.00 | \$10,000.00 |
| | PLATTING - PHASE 1 | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$30,000.00 | 100.00% | \$30,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 2 | \$0.00 | \$11,200.00 | \$11,200.00 | \$0.00 | \$11,200.00 | \$11,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$11,200.00 | 100.00% | \$11,200.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 3 | \$0.00 | \$9,378.00 | \$9,378.00 | \$0.00 | \$9,378.00 | \$9,378.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$9,378.00 | 100.00% | \$9,378.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 4 | \$0.00 | \$20,522.00 | \$20,522.00 | \$0.00 | \$20,522.00 | \$20,522.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$20,522.00 | 100.00% | \$20,522.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 5 | \$0.00 | \$33,683.05 | \$33,683.05 | \$0.00 | \$33,683.05 | \$33,683.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$33,683.05 | 100.00% | \$33,683.05 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 6 | \$0.00 | \$30,700.00 | \$30,700.00 | \$0.00 | \$30,700.00 | \$30,700.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$30,700.00 | 67.43% | \$20,700.00 | 67.43% | \$0.00 | \$10,000.00 | \$10,000.00 |
| | PLATTING - PHASE 7 | \$0.00 | \$12,200.00 | \$12,200.00 | \$0.00 | \$12,200.00 | \$12,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$12,200.00 | 100.00% | \$12,200.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| X.a. | CONSTRUCTION ADMINISTRATION | \$31,050.00 | \$3,450.00 | \$34,500.00 | \$31,050.00 | \$3,450.00 | \$34,500.00 | \$0.00 | \$0.00 | \$0.00 | \$31,050.00 | 100.00% | \$3,450.00 | 100.00% | \$34,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 1 | \$24,300.00 | \$2,700.00 | \$27,000.00 | \$24,300.00 | \$2,700.00 | \$27,000.00 | \$0.00 | \$0.00 | \$0.00 | \$24,300.00 | 100.00% | \$2,700.00 | 100.00% | \$27,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 2 | \$6,750.00 | \$750.00 | \$7,500.00 | \$6,750.00 | \$750.00 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | \$6,750.00 | 100.00% | \$750.00 | 100.00% | \$7,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| X.b. | CONSTRUCTION ADMINISTRATION | \$85,140.00 | \$9,460.00 | \$94,600.00 | \$82,440.00 | \$9,160.00 | \$91,600.00 | \$0.00 | \$0.00 | \$0.00 | \$82,440.00 | 96.83% | \$9,160.00 | 96.83% | \$91,600.00 | 96.83% | \$2,700.00 | \$300.00 | \$3,000.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 4 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,800.00 | 100.00% | \$1,200.00 | 100.00% | \$12,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 2, PHASE 5 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$0.00 | \$0.00 | \$0.00 | \$26,550.00 | 100.00% | \$2,950.00 | 100.00% | \$29,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 2, PHASE 6 | \$27,630.00 | \$3,070.00 | \$30,700.00 | \$24,930.00 | \$2,770.00 | \$27,700.00 | \$0.00 | \$0.00 | \$0.00 | \$24,930.00 | 90.23% | \$2,770.00 | 90.23% | \$27,700.00 | 90.23% | \$2,700.00 | \$300.00 | \$3,000.00 |
| | CONSTRUCTION ADMIN. - UNIT 3, PHASE 7 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$0.00 | \$0.00 | \$0.00 | \$20,160.00 | 100.00% | \$2,240.00 | 100.00% | \$22,400.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XI.a. | PROJECT CLOSEOUT | \$21,150.00 | \$2,350.00 | \$23,500.00 | \$21,150.00 | \$2,350.00 | \$23,500.00 | \$0.00 | \$0.00 | \$0.00 | \$21,150.00 | 100.00% | \$2,350.00 | 100.00% | \$23,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSEOUT - UNIT 1, PHASE 1 | \$14,400.00 | \$1,600.00 | \$16,000.00 | \$14,400.00 | \$1,600.00 | \$16,000.00 | \$0.00 | \$0.00 | \$0.00 | \$14,400.00 | 100.00% | \$1,600.00 | 100.00% | \$16,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSEOUT - UNIT 1, PHASE 2 | \$6,750.00 | \$750.00 | \$7,500.00 | \$6,750.00 | \$750.00 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | \$6,750.00 | 100.00% | \$750.00 | 100.00% | \$7,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XI.b. | PROJECT CLOSEOUT | \$85,140.00 | \$9,460.00 | \$94,600.00 | \$79,740.00 | \$8,860.00 | \$88,600.00 | \$0.00 | \$0.00 | \$0.00 | \$79,740.00 | 93.66% | \$8,860.00 | 93.66% | \$88,600.00 | 93.66% | \$5,400.00 | \$600.00 | \$6,000.00 |
| | PROJECT CLOSEOUT - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSEOUT - UNIT 1, PHASE 4 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,800.00 | 100.00% | \$1,200.00 | 100.00% | \$12,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSEOUT - UNIT 2, PHASE 5 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$0.00 | \$0.00 | \$0.00 | \$26,550.00 | 100.00% | \$2,950.00 | 100.00% | \$29,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSEOUT - UNIT 2, PHASE 6 | \$27,630.00 | \$3,070.00 | \$30,700.00 | \$25,830.00 | \$2,870.00 | \$28,700.00 | \$0.00 | \$0.00 | \$0.00 | \$25,830.00 | 93.49% | \$2,870.00 | 93.49% | \$28,700.00 | 93.49% | \$1,800.00 | \$200.00 | \$2,000.00 |
| | PROJECT CLOSEOUT - UNIT 3, PHASE 7 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$16,560.00 | \$1,840.00 | \$18,400.00 | \$0.00 | \$0.00 | \$0.00 | \$16,560.00 | 82.14% | \$1,840.00 | 82.14% | \$18,400.00 | 82.14% | \$3,600.00 | \$400.00 | \$4,000.00 |
| XII. | SURVEYING | \$25,000.00 | \$0.00 | \$25,000.00 | \$25,000.00 | \$0.00 | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | \$25,000.00 | 100.00% | \$0.00 | N/A | \$25,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XIII. | FEMA CLOMR-F/LOMR | \$0.00 | \$31,500.00 | \$31,500.00 | \$0.00 | \$ | | | | | | | | | | | | | |

**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. 349**

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: 349
- (B) Name of Payee: Prestige Sod Service, Inc.
- (C) Amount Payable: **\$6,086.08**
- (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 #9277 – Bahia Sod Installed 08/15/21 to 09/14/21

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: 10-4-21

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.

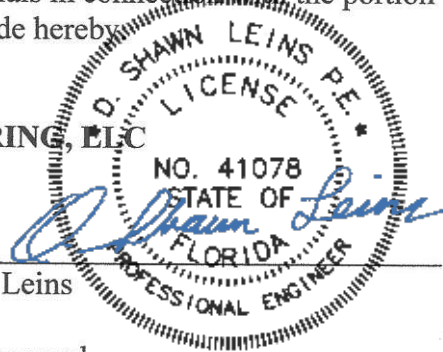
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 10/05/2021



PRESTIGE SOD SERVICE

6720 18TH AVE EAST
BRADENTON, FL 34208

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 8/15/2021 | 9277 |

| |
|--|
| Bill To |
| toscana isles community development dist fax 941-346-6115 fax 9413466115, fl |

| |
|--------------------------|
| Ship To |
| TOSCANA ISLES BY WALL |

| | | | | | | |
|-------------|-------|-----|-----------|-----|--------|---------|
| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
| | | | 8/15/2021 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|-----------|--------------------------|------------|----------|
| 32 | 900 | INSTALLED BAHIA 08/15/21 | 0.19 | 6.08 |
| 6,400 | 900 | INSTALLED BAHIA 08/19/21 | 0.19 | 1,216.00 |
| 8,400 | 900 | INSTALLED BAHIA 08/20/21 | 0.19 | 1,596.00 |
| 10,000 | 900 | INSTALLED BAHIA 08/21/21 | 0.19 | 1,900.00 |
| 4,400 | 900 | INSTALLED BAHIA 09/13/21 | 0.19 | 836.00 |
| 2,800 | 900 | INSTALLED BAHIA 09/14/21 | 0.19 | 532.00 |

| | | | | |
|--|--|--|--------------|------------|
| | | | Total | \$6,086.08 |
|--|--|--|--------------|------------|

AK
9-20-2021

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, personally appeared Roberto Jimenez ("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 **Prestige Sod Service, 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 **\$6,086.08** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **09/14/2021** 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 25 day of Oct, 2021

Print Name: Roberto Jimenez

SWORN TO AND SUBSCRIBED before me this 25 day of Oct 2021 by Roberto Jimenez 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)



Kathie Jette
Signature of Notary Public

Kathie Jette
Print Name of Notary Public

I am a Notary Public of the State of Florida

and my commission expires on 7-11-2025

**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. 350**

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: 350
- (B) Name of Payee: Care Electric, Inc.
- (C) Amount Payable: **\$388.00**
- (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 25869 – Toscana Isles Directional at Mirasol Signage

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: 10-4-21

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

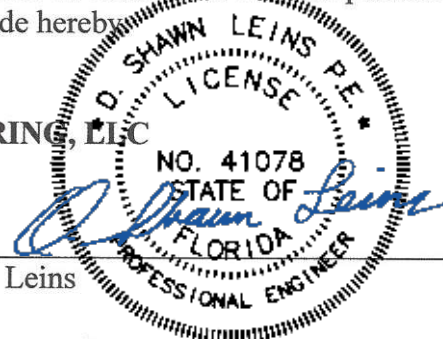
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 10/05/2021



Care Electric, Inc.

5633 Sarah Avenue
Sarasota, FL 34233

Lic. # EC0002362 Phone # 941-925-3367

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 9/1/2021 | 25869 |

| |
|--|
| 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 |
|----------|--|--------------|----------|
| | SITE: MIRASOL SIGN 8/27/21 LAY PVC PIPE FOR FUTURE SIGN MATERIALS 1 - 12X12X6" PVC J-BOX 1 - 3/4" PVC CONNECTOR 30' - 3/4" PVC SCH. 40 10' - 3/4" PVC SCH. 80 9 - 3/4" HW STRAP 1- HOLE SS 13 - 5/8" TAPCONS 1 - 3/4" PVC LB | 198.00 | 198.00 |
| 2 | PRIMARY ELECTRICIAN HOURS TECHNICIAN: JC | 95.00 | 190.00 |
| | | Total | \$388.00 |

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.

[Handwritten Signature]
9-20-2021

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

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared DARYL CARE ("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 **\$388.00** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **09/01/2021** to Sub-Contractor, General Contractor and Owner.

Toscana Isles

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

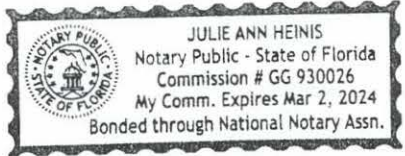
4. This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

SIGNED, SEALED and DELIVERED this 12TH day of OCTOBER, 2021



Print Name: DARYL CARE

SWORN TO AND SUBSCRIBED before me this 12TH day of OCTOBER, 2021 by DARYL CARE 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.



(Notary Seal)

Julie Ann Heinis
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

**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. 351**

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: 351
- (B) Name of Payee: Tech Tactics, LLC
- (C) Amount Payable: **\$4,666.00**
- (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 4197 – Toscana Isles 2nd Entry Camera Equipment

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: 10-4-21 _____

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:

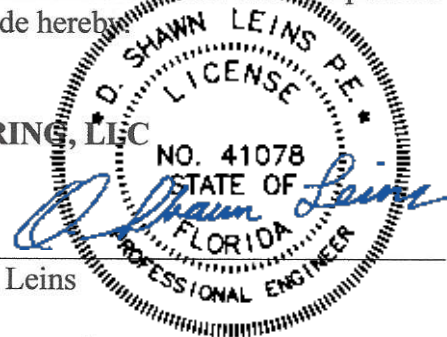
- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified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



As District Engineer and
Consulting Engineer to the District

Date: _____ 10/05/2021 _____



TECH TACTICS
 PO Box 53176
 Sarasota, FL 34232

Invoice

Invoice #: 4197
Invoice Date: 9/24/2021
Due Date: 9/24/2021

Bill To:
 Toscana Isles CDD

| Description | Hours/Qty | Rate | Amount |
|---|-----------|----------|----------|
| *** EQUIPMENT DEPOSIT *** | | | |
| *** PERIMETER WALL HARDWARE - NEAR OTHER UTILITIES *** | | | |
| 18x16x8 Inch 120 VAC Weatherproof Enclosure with 85° Turn-on Cooling Fan | 1 | 508.00 | 508.00 |
| Milestone XProtect NVR (industrial/outdoor application rated) | 1 | 1,440.00 | 1,440.00 |
| 4TB Surveillance hard drive | 1 | 135.00 | 135.00 |
| 5 port managed switch | 1 | 38.00 | 38.00 |
| Cat6 shielded networking cable | 1 | 124.00 | 124.00 |
| *** ENTRY ISLAND HARDWARE *** | | | |
| 5" diameter 8ft dark bronze direct burial surveillance pole (includes freight shipping) | 1 | 1,002.00 | 1,002.00 |
| 4MP Varifocal outdoor bullet camera | 4 | 267.00 | 1,068.00 |
| Waterproof junction box for bullet camera | 4 | 30.00 | 120.00 |
| 5 port PoE managed switch | 1 | 107.00 | 107.00 |
| 54V 80W PoE injector | 1 | 35.00 | 35.00 |
| Waterproof enclosure for PoE switch | 1 | 54.00 | 54.00 |
| Miscellaneous Supplies | | 35.00 | 35.00 |

If you have any comments or concerns, contact us at 941-404-6070.

| | |
|-------------------------|-------------------|
| Total | \$4,666.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$4,666.00 |

[Signature]
 9/27/2021



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TECH TACTICS LLC

Filing Information

Document Number L11000103035
FEI/EIN Number 45-3320325
Date Filed 09/08/2011
State FL
Status ACTIVE

Principal Address

3215 PONY LN
SARASOTA, FL 34232

Mailing Address

PO BOX 53176
SARASOTA, FL 34232

Changed: 02/07/2013

Registered Agent Name & Address

WILSON, MATTHEW T
3215 PONY LN
SARASOTA, FL 34232

Authorized Person(s) Detail

Name & Address

Title MGR

WILSON, MATTHEW T
3215 PONY LN
SARASOTA, FL 34232

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2019 | 04/29/2019 |
| 2020 | 01/03/2020 |
| 2021 | 04/30/2021 |

Document Images

[04/30/2021 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/03/2020 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/29/2019 -- ANNUAL REPORT](#)

[View image in PDF format](#)

| | |
|---|--|
| 04/30/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/27/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/07/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 09/08/2011 -- Florida Limited Liability | View image in PDF format |

**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. 352**

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: **352**
- (B) Name of Payee: **Juniper Landscaping of Florida, LLC**
- (C) Amount Payable: **\$6,174.45**
- (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):

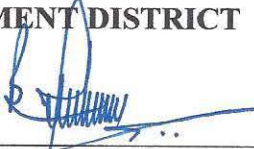
Invoice 133172 – Toscana Phase 2 Lift Station Shielding \$ 3,864.45
Invoice 133254 – Toscana Lake 1 N side or Villoresi \$ 2,310.00

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: 10-4-21

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.

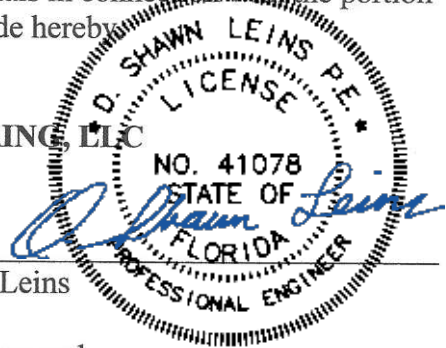
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 10/05/2021



Please Remit Payment to:

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



Invoice 133172

| |
|--|
| 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 |
| 09/22/21 | 9/22/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|---|------------|
| #123266 - Toscana Phase 2 Lift Station <i>Landscape Install - 09/13/2021</i> | \$3,864.45 |

Grand Total \$3,864.45

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|------------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$3,864.45 | \$14,836.87 | \$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.

[Handwritten Signature]
 9/27/2021

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 133254

| |
|--|
| 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 |
| 09/23/21 | 9/23/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|---|-------------------|
| #126396 - Toscana Lake #1 North Side of Villoresi Blvd Sod | \$2,310.00 |
| <i>Remove existing sod from common area down to the lake bank, regrade, and installing new Empire Zoysia - 09/22/2021</i> | |

Grand Total \$2,310.00

9/27/2021

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|------------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$2,310.00 | \$18,701.32 | \$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.

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF Lee

BEFORE ME, the undersigned authority, personally appeared Karen Hippolit ("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 \$6,174.45 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 09/23/2021 to Owner on the following real property:

Toscana Isles CDD – Invoice #133172 AND #133254

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 12 day of Oct, 2021

Karen Hippolit
Print Name: Karen Hippolit

SWORN TO AND SUBSCRIBED before me this 12 day of Oct, 2021 by Karen Hippolit 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**

4K

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. 353**

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: **353**
- (B) Name of Payee: **LALP Development, LLC**
- (C) Amount Payable: **\$1,315.55**
- (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):

Please see Attached Spreadsheet and Supporting Details

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: 10-4-21

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.

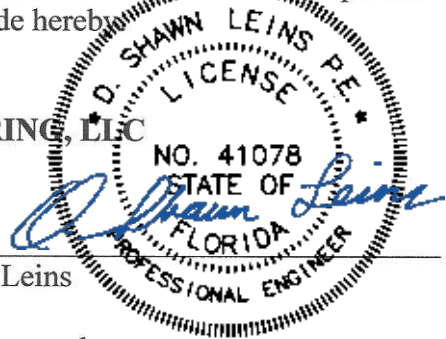
AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 10/05/2021



Toscana Isles CDD - Expense Report

Payable to: LALP Development, LLC

| Date | Vendor | Description | Amount | Entity | Charge To | Type | Purchaser | Receipt |
|-----------|-------------------------------|-------------------|----------|--------|-----------|-------|-----------|---------|
| 7/12/2021 | KIMAL LUMBER #120 941-483-366 | Toscana Isles CDD | 1,716.63 | TICDD | | Other | SPH | Yes |
| 7/13/2021 | KIMAL LUMBER #120 NOKOMIS F | Toscana Isles CDD | (401.08) | TICDD | | Other | SPH | Yes |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

TOTAL \$ 1,315.55

Approved: 
 As Authorized Agent
 Date: 9/27/21

| | Office | MTG | M & E | Travel | Other | Total |
|-------|-------------|------|-------|--------|-------|-------------|
| TICDD | \$ 1,315.55 | \$ - | \$ - | \$ - | | \$ 1,315.55 |
| | | | | | Total | \$ 1,315.55 |

Charged to VR Credit Card



Sarasota (BR#127)
 7010 FRUITVILLE RD
 SARASOTA, FL 34240-9726
 1-941-953-1076

Delivery Ticket

Invoice Address
 Coaston Homes
 C.O.D. - CASH SALE
 6561 Palmer Park Circle Suite B
 Sarasota, FL, 34238

Delivery Address
 3133 Savoy Way
 Sarasota, FL, 34232
 Contact: Alexandria Watson -
 941-558-6705

Order No 1637110
Order Date 07/12/2021
Customer COAS014
Auth. Purchaser Alexandria Watson
PO Number
Deliver By 07/14/2021
Taken By Emily McCartney
Sales Rep David Francis
 This is a reprint



Reference Our PO #

Page 1 of 1

| Special Instructions | Notes |
|----------------------|-------|
| | |

| Line | Product Code | Description | Qty/Footage | Price | Per | Total |
|------|--------------|--------------------------------|-------------|--------|-----|--------|
| 1 | 128BPT | 1X2-8' Borate Treated | 6 PC | 2.99 | PC | 17.94 |
| 2 | 28RC16 | 2X8-16' R/S Cedar | 4 PC | 92.32 | PC | 369.29 |
| 3 | 212RC12 | 2X12-12' R/S Cedar | 4 PC | 116.80 | PC | 467.20 |
| 4 | 212RC16 | 2X12-16' R/S Cedar | 2 PC | 138.25 | PC | 276.49 |
| 5 | H25A | Simpson H2.5A Hurricane Clip | 32 EA | 26.59 | BOX | 8.51 |
| 6 | HGA10KT | Simpson Hga10 Kit | 1 EA | 56.11 | EA | 56.11 |
| 7 | 14214HT | 1/4"X2-1/4" Hex Tapcon | 1 BX | 10.80 | BX | 10.80 |
| 8 | HGG312PREGN5 | 3-1/2" Green deck Screw 5Lb Bx | 1 BX | 23.15 | BX | 23.15 |

| Payment Method | Amount Received |
|-----------------|-----------------|
| Visa | \$1,716.63 |
| Merchant # | 618272 |
| Account # | *****9345 |
| Authorization # | 06296G |
| Visa | \$-401.08 |
| Merchant # | 618272 |
| Account # | *****9345 |
| Authorization # | 04332G |

| | |
|--------------|------------|
| Total Amount | \$1,229.49 |
| Sales Tax | \$86.06 |
| Order Total | \$1,315.55 |

Kimal Lumber
7010 FRUITVILLE RD
SARASOTA, FL 34240-9726
1-941-953-1076

.8BPT 6 PC \$17.94
.8RC16 4 PC \$369.29
212RC12 4 PC \$467.20
212RC16 2 PC \$276.49
H25A 32 EA \$8.51
HGA10KT 1 EA \$56.11
14214HT 1 BX \$10.80
HGG312PREGN5 1 BX \$23.15

SUBTOTAL: \$1,229.49
TAX: \$86.06
TOTAL: \$1,315.55

REFUND

MERCHANT ID XXXXXXXXXXXX7883
TERMINAL ID XXXXXXXXXXXX0799
RESP CD A
INVOICE 0000166999
ENTRY METHOD KEYED
APPROVED 04332G
VAL CODE 9LGZ
DATE/TIME 07/13/2021 14:31:42
CARD TYPE Visa
CARD # XXXXXXXXXXXX9345

AMOUNT USD \$401.08

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT (
MERCHANT AGREEMENT IF CREDIT VOUCHER)

CUSTOMER COPY

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4L

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. 354**

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: 354
- (B) Name of Payee: Pennuto Underground Cable and Conduit, Inc.
- (C) Amount Payable: \$4,520.00
- (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 20-4645 dated 10/01/2021 – 180' Directional Bore & PVC Conduit

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: 10-6-21

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:

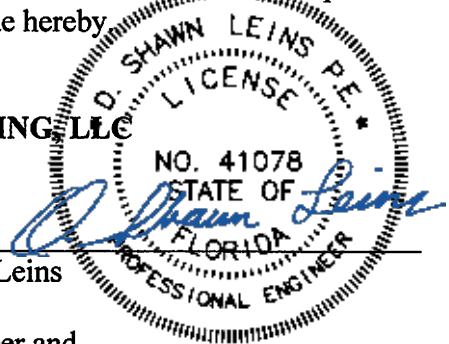
- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified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



As District Engineer and Consulting Engineer to the District

Date: 10/08/2021

Pennuto Underground Cable and Conduit, Inc.

317 Tatum Road
Sarasota, FL 34240

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 10/1/2021 | 20-4645 |

| |
|--|
| Bill To |
| TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT 6561 PALMER PARK CIR SUITE B SARASOTA, FL 34238 |

| |
|--|
| Jobsite |
| TOSCANA RAVELLO BLVD. VENICE, FL |

| | |
|----------|-------|
| P.O. No. | Terms |
| | |

| Quantity | Description | Location | Rate | Amount |
|----------|--------------------------|----------|-------|----------|
| 180 | DIRECTIONAL BORE 4" PIPE | | 14.00 | 2,520.00 |
| 200 | purchase 4"PVC CONDUIT | | 10.00 | 2,000.00 |

| | | | |
|--------------|--|--|------------|
| Total | | | \$4,520.00 |
|--------------|--|--|------------|


10/4/2021

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, personally appeared William R. Pennuto ("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 **Pennuto Underground Cable and Conduit, 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 **\$4,520.00** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **10/01/2021** to Sub-Contractor, General Contractor and Owner.

Toscana Isles

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

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

SIGNED, SEALED and DELIVERED this 15 day of OCT, 2021

William R. Pennuto

Print Name: William R Pennuto

SWORN TO AND SUBSCRIBED before me this 15th day of October 2021 by William R. Pennuto 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)



Sara Kathleen Kemp
Signature of Notary Public
Sara Kathleen Kemp
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on 6/18/2024

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4M

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. 355

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: 355
- (B) Name of Payee: AM Engineering, LLC
- (C) Amount Payable: **\$3,110.00**
- (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):

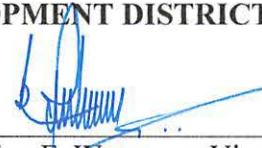
Invoice 52700 – Review Requisitions 333-342 \$ 320.00
Invoice 52718 – Progress Billing through 09/28/21 \$2,790.00

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: 10-6-21

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:

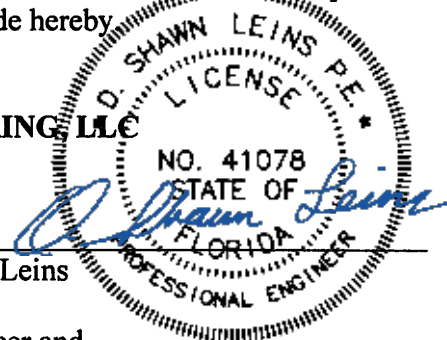
- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District 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

As District Engineer and
Consulting Engineer to the District

Date: 10/08/2021





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

Invoice Date 9/28/2021

Invoice Number 52700

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
\$320.00

REVIEW REQUISITIONS -333-342

10/4/2021

For Professional services rendered through
Thank you for your business!



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

Invoice Date 9/28/2021

Invoice Number 52718

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 | \$2,790.00 |
| For professional services rendered | \$2,790.00 |


10/4/2021

| TASK # | DESCRIPTION | CDD | DEVELOPER | SCHEDULED VALUE BOTH | PREVIOUS APPS. CDD | PREV. APPS. DEVELOPER | PREV. APPS BOTH | THIS APPLICATION CDD | THIS APPLICATION DEV | THIS APPLICATION BOTH | TOTAL BILLED TO DATE CDD | CDD % Complete | TOTAL BILLED TO DATE DEV | DEV % Complete | TOTAL BILLED TO DATE BOTH | BOTH % Complete | BALANCE TO FINISH | BALANCE TO FINISH | BALANCE TO FINISH |
|--------|---------------------------------------|--------------|--------------|----------------------|--------------------|-----------------------|-----------------|----------------------|----------------------|-----------------------|--------------------------|----------------|--------------------------|----------------|---------------------------|-----------------|-------------------|-------------------|-------------------|
| I. | CITY OF VENICE REZONING | \$0.00 | \$8,000.00 | \$8,000.00 | \$0.00 | \$8,000.00 | \$8,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$8,000.00 | 100.00% | \$8,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| II. | IBERA BANK TRACT REZONING | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$10,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| III. | SITE DEVELOPMENT PLANS - VENICE | \$0.00 | \$40,000.00 | \$40,000.00 | \$0.00 | \$36,000.00 | \$36,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$36,000.00 | 90.00% | \$36,000.00 | 90.00% | \$0.00 | \$4,000.00 | \$4,000.00 |
| IV. | ACOE | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | N/A | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| V. | SWFWMD | \$10,000.00 | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 100.00% | \$0.00 | N/A | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VI.a. | CONSTRUCTION PLANS | \$130,410.00 | \$14,490.00 | \$144,900.00 | \$130,410.00 | \$14,490.00 | \$144,900.00 | \$0.00 | \$0.00 | \$0.00 | \$130,410.00 | 100.00% | \$14,490.00 | 100.00% | \$144,900.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 1 | \$117,000.00 | \$13,000.00 | \$130,000.00 | \$117,000.00 | \$13,000.00 | \$130,000.00 | \$0.00 | \$0.00 | \$0.00 | \$117,000.00 | 100.00% | \$13,000.00 | 100.00% | \$130,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 2 | \$13,410.00 | \$1,490.00 | \$14,900.00 | \$13,410.00 | \$1,490.00 | \$14,900.00 | \$0.00 | \$0.00 | \$0.00 | \$13,410.00 | 100.00% | \$1,490.00 | 100.00% | \$14,900.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VI.b. | CONSTRUCTION PLANS | \$183,312.90 | \$20,368.10 | \$203,681.00 | \$183,312.90 | \$20,368.10 | \$203,681.00 | \$0.00 | \$0.00 | \$0.00 | \$183,312.90 | 100.00% | \$20,368.10 | 100.00% | \$203,681.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 1, PHASE 4 | \$16,290.00 | \$1,810.00 | \$18,100.00 | \$16,290.00 | \$1,810.00 | \$18,100.00 | \$0.00 | \$0.00 | \$0.00 | \$16,290.00 | 100.00% | \$1,810.00 | 100.00% | \$18,100.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 2, PHASE 5 | \$68,377.50 | \$7,597.50 | \$75,975.00 | \$68,377.50 | \$7,597.50 | \$75,975.00 | \$0.00 | \$0.00 | \$0.00 | \$68,377.50 | 100.00% | \$7,597.50 | 100.00% | \$75,975.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 2, PHASE 6 | \$66,155.40 | \$7,350.60 | \$73,506.00 | \$66,155.40 | \$7,350.60 | \$73,506.00 | \$0.00 | \$0.00 | \$0.00 | \$66,155.40 | 100.00% | \$7,350.60 | 100.00% | \$73,506.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION PLANS - UNIT 3, PHASE 7 | \$32,490.00 | \$3,610.00 | \$36,100.00 | \$32,490.00 | \$3,610.00 | \$36,100.00 | \$0.00 | \$0.00 | \$0.00 | \$32,490.00 | 100.00% | \$3,610.00 | 100.00% | \$36,100.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VII. | PLAN MODIFICATIONS | \$43,244.11 | \$3,710.34 | \$46,954.45 | \$43,244.11 | \$3,710.34 | \$46,954.45 | \$0.00 | \$0.00 | \$0.00 | \$43,244.11 | 100.00% | \$3,710.34 | 100.00% | \$46,954.45 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| VIII. | FIRST OVERALL PLAT | \$0.00 | \$23,000.00 | \$23,000.00 | \$0.00 | \$23,000.00 | \$23,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$23,000.00 | 100.00% | \$23,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000.00 | 100.00% | \$1,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PRELIMINARY PLAT - UNIT 2 | \$15,750.00 | \$1,750.00 | \$17,500.00 | \$15,750.00 | \$1,750.00 | \$17,500.00 | \$0.00 | \$0.00 | \$0.00 | \$15,750.00 | 100.00% | \$1,750.00 | 100.00% | \$17,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT | \$7,695.00 | \$855.00 | \$8,550.00 | \$7,695.00 | \$855.00 | \$8,550.00 | \$0.00 | \$0.00 | \$0.00 | \$7,695.00 | 100.00% | \$855.00 | 100.00% | \$8,550.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PRELIMINARY PLAT - UNIT 3 | \$16,695.00 | \$1,855.00 | \$18,550.00 | \$16,695.00 | \$1,855.00 | \$18,550.00 | \$0.00 | \$0.00 | \$0.00 | \$16,695.00 | 100.00% | \$1,855.00 | 100.00% | \$18,550.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | AMENDMENT WEST - UNIT 3 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$9,000.00 | \$1,000.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000.00 | 100.00% | \$1,000.00 | 100.00% | \$10,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| IX. | PLATTING | \$0.00 | \$147,683.05 | \$147,683.05 | \$0.00 | \$137,683.05 | \$137,683.05 | \$0.00 | \$6,000.00 | \$6,000.00 | \$0.00 | N/A | \$143,683.05 | 97.29% | \$143,683.05 | 97.29% | \$0.00 | \$4,000.00 | \$4,000.00 |
| | PLATTING - PHASE 1 | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | \$30,000.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$30,000.00 | 100.00% | \$30,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 2 | \$0.00 | \$11,200.00 | \$11,200.00 | \$0.00 | \$11,200.00 | \$11,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$11,200.00 | 100.00% | \$11,200.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 3 | \$0.00 | \$9,378.00 | \$9,378.00 | \$0.00 | \$9,378.00 | \$9,378.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$9,378.00 | 100.00% | \$9,378.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 4 | \$0.00 | \$20,522.00 | \$20,522.00 | \$0.00 | \$20,522.00 | \$20,522.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$20,522.00 | 100.00% | \$20,522.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 5 | \$0.00 | \$33,683.05 | \$33,683.05 | \$0.00 | \$33,683.05 | \$33,683.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$33,683.05 | 100.00% | \$33,683.05 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PLATTING - PHASE 6 | \$0.00 | \$30,700.00 | \$30,700.00 | \$0.00 | \$20,700.00 | \$20,700.00 | \$0.00 | \$6,000.00 | \$6,000.00 | \$0.00 | N/A | \$26,700.00 | 86.97% | \$26,700.00 | 86.97% | \$0.00 | \$4,000.00 | \$4,000.00 |
| | PLATTING - PHASE 7 | \$0.00 | \$12,200.00 | \$12,200.00 | \$0.00 | \$12,200.00 | \$12,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$12,200.00 | 100.00% | \$12,200.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| X.a. | CONSTRUCTION ADMINISTRATION | \$31,050.00 | \$3,450.00 | \$34,500.00 | \$31,050.00 | \$3,450.00 | \$34,500.00 | \$0.00 | \$0.00 | \$0.00 | \$31,050.00 | 100.00% | \$3,450.00 | 100.00% | \$34,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 1 | \$24,300.00 | \$2,700.00 | \$27,000.00 | \$24,300.00 | \$2,700.00 | \$27,000.00 | \$0.00 | \$0.00 | \$0.00 | \$24,300.00 | 100.00% | \$2,700.00 | 100.00% | \$27,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 2 | \$6,750.00 | \$750.00 | \$7,500.00 | \$6,750.00 | \$750.00 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | \$6,750.00 | 100.00% | \$750.00 | 100.00% | \$7,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| X.b. | CONSTRUCTION ADMINISTRATION | \$85,140.00 | \$9,460.00 | \$94,600.00 | \$82,440.00 | \$9,160.00 | \$91,600.00 | \$900.00 | \$100.00 | \$1,000.00 | \$83,340.00 | 97.89% | \$9,260.00 | 97.89% | \$92,600.00 | 97.89% | \$1,800.00 | \$200.00 | \$2,000.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 1, PHASE 4 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,800.00 | 100.00% | \$1,200.00 | 100.00% | \$12,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 2, PHASE 5 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$0.00 | \$0.00 | \$0.00 | \$26,550.00 | 100.00% | \$2,950.00 | 100.00% | \$29,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | CONSTRUCTION ADMIN. - UNIT 2, PHASE 6 | \$27,630.00 | \$3,070.00 | \$30,700.00 | \$26,930.00 | \$2,770.00 | \$27,700.00 | \$900.00 | \$100.00 | \$1,000.00 | \$25,830.00 | 93.49% | \$2,870.00 | 93.49% | \$28,700.00 | 93.49% | \$1,800.00 | \$200.00 | \$2,000.00 |
| | CONSTRUCTION ADMIN. - UNIT 3, PHASE 7 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$0.00 | \$0.00 | \$0.00 | \$20,160.00 | 100.00% | \$2,240.00 | 100.00% | \$22,400.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XI.a. | PROJECT CLOSOUT | \$21,150.00 | \$2,350.00 | \$23,500.00 | \$21,150.00 | \$2,350.00 | \$23,500.00 | \$0.00 | \$0.00 | \$0.00 | \$21,150.00 | 100.00% | \$2,350.00 | 100.00% | \$23,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSOUT - UNIT 1, PHASE 1 | \$14,400.00 | \$1,600.00 | \$16,000.00 | \$14,400.00 | \$1,600.00 | \$16,000.00 | \$0.00 | \$0.00 | \$0.00 | \$14,400.00 | 100.00% | \$1,600.00 | 100.00% | \$16,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSOUT - UNIT 1, PHASE 2 | \$6,750.00 | \$750.00 | \$7,500.00 | \$6,750.00 | \$750.00 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | \$6,750.00 | 100.00% | \$750.00 | 100.00% | \$7,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XI.b. | PROJECT CLOSOUT | \$85,140.00 | \$9,460.00 | \$94,600.00 | \$79,740.00 | \$8,860.00 | \$88,600.00 | \$1,890.00 | \$210.00 | \$2,100.00 | \$81,630.00 | 95.88% | \$9,070.00 | 95.88% | \$90,700.00 | 95.88% | \$3,510.00 | \$390.00 | \$3,900.00 |
| | PROJECT CLOSOUT - UNIT 1, PHASE 3 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | N/A | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSOUT - UNIT 1, PHASE 4 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$10,800.00 | \$1,200.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,800.00 | 100.00% | \$1,200.00 | 100.00% | \$12,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSOUT - UNIT 2, PHASE 5 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$26,550.00 | \$2,950.00 | \$29,500.00 | \$0.00 | \$0.00 | \$0.00 | \$26,550.00 | 100.00% | \$2,950.00 | 100.00% | \$29,500.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| | PROJECT CLOSOUT - UNIT 2, PHASE 6 | \$27,630.00 | \$3,070.00 | \$30,700.00 | \$25,830.00 | \$2,870.00 | \$28,700.00 | \$990.00 | \$110.00 | \$1,100.00 | \$26,820.00 | 97.07% | \$2,980.00 | 97.07% | \$29,800.00 | 97.07% | \$810.00 | \$90.00 | \$900.00 |
| | PROJECT CLOSOUT - UNIT 3, PHASE 7 | \$20,160.00 | \$2,240.00 | \$22,400.00 | \$18,400.00 | \$1,840.00 | \$18,400.00 | \$990.00 | \$110.00 | \$1,100.00 | \$17,460.00 | 86.61% | \$1,940.00 | 86.61% | \$19,400.00 | 86.61% | \$2,700.00 | \$300.00 | \$3,000.00 |
| XII. | SURVEYING | \$25,000.00 | \$0.00 | \$25,000.00 | \$25,000.00 | \$0.00 | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | \$25,000.00 | 100.00% | \$0.00 | N/A | \$25,000.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| XIII. | FEMA CLOMR-F | | | | | | | | | | | | | | | | | | |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4N

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. 356**

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: 356
- (B) Name of Payee: Juniper Landscaping of Florida, LLC
- (C) Amount Payable: **\$424,705.95**
- (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):

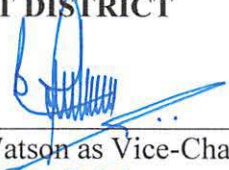
| | |
|---|---------------------|
| Invoice 135116 – Toscana Knights Trail Buffer & North Entry LC & IRR | \$331,332.84 |
| Less Retainage of 10% | (33,133.28) |
| Invoice 135117 – Toscana Western Medians & Main Entry LS & IRR | \$140,562.66 |
| Less Retainage of 10% | (14,056.27) |

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: 10-7-21

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:

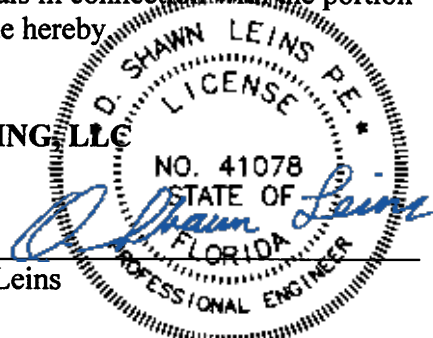
- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District 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

As District Engineer and
Consulting Engineer to the District

Date: 10/08/2021



Please Remit Payment to:

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



Invoice 135116

| |
|--|
| 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 |
| 10/07/21 | 10/7/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|---|---------------------|
| #114337 - New LS & IRR - Knights Trail Buffer and Northern Entry | \$298,199.56 |
| <i>Knights Trail -</i> | |
| <i>Northern Entry -</i> | |
| <i>Bed Prep -</i> | |

Retainage (10.00%) \$33,133.28

Grand Total \$298,199.56

[Handwritten Signature]
 10-7-2021

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|--------------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$298,199.56 | \$6,174.45 | \$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 135117

| 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 |
|---------------|-----------|
| 10/07/21 | 10/7/2021 |
| Account Owner | PO# |
| Dan DeMont | |

| Item | Amount |
|--|--------------|
| #113553 - New LS & IRR - Medians and Main Entry Western Tract <i>Contract -</i> | \$126,506.39 |

Retainage (10.00%) \$14,056.27

Grand Total \$126,506.39

[Handwritten signature]
10-7-2021

| 1-30 Days | 31-60 Days (Past Due) | 61-90 Days (Past Due) | 91-120 Days (Past Due) | 121+ Days (Past Due) |
|--------------|--------------------------|--------------------------|---------------------------|-------------------------|
| \$424,705.95 | \$6,174.45 | \$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 Lee

BEFORE ME, the undersigned authority, personally appeared Karen Hippen ("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 \$424,705.95 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/07/2021 to Owner on the following real property:

Toscana Isles CDD – Invoice #135116 & 135117

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 13 day of Oct, 2021

Karen Hippen

Print Name: Karen Hippen

SWORN TO AND SUBSCRIBED before me this 13 day of Oct, 2021 by Karen Hippen 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**

5A



**Cast-Crete USA, LLC
DBA CurbcO**

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

DATE: 10/12/2021

EMAIL: ahays@vanguardland.com

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

JOB: 9050 - Toscana Isles R&R Curb

ATTN: Alexander Hays


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

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

| Description | Appx Qty | Unit | Price | Total |
|-------------------------------|----------|------|--------------------|--------------------|
| Remove and replace Miami Curb | 800.00 | LF | \$44.00 | \$35,200.00 |
| | | | Grand Total | \$35,200.00 |

Owners carry fire tornado & other necessary insurances upon the above work. Worker's Comp and Liability Insurance on the above is taken out by: Bouchard Insurance Inc.: 101 N. Starcrest Dr., Clearwater, FL 33765

Nick Benzel
Cast-Crete USA, LLC DBA CurbcO
License #CBC1264919
Toscana Isles Community Development District

Acceptance By: 
Alexander Hays, as Chair 10/12/21

Must list Toscana Isles Community Development District as additional insured

Unit price contract, not to exceed \$40,000.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5B



Proposal

Proposal No.: 129203
Proposed Date: 10/12/21

| PROPERTY: | FOR: |
|--|--|
| Toscana Isles Community Development District Alex Hays 899 Knights Trail Rd Nokomis, FL 34275 | Toscana lles grand oak tree irrigation and sod/cleanup |

This proposal is to clean out invasive materials and debris under each grand oak (3). We will mulch the visible border. This proposal is to irrigate the two northern trees and install Zoysia turf around them. The southern tree is not to be irrigated and have Bahia turf installed up to lot lines.

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|---|----------|------|------------|------------|-------------------|
| ME: Landscape Enhancements | | | | | \$2,520.00 |
| Maintenance Division Labor | 45.00 | HR | \$45.00 | \$2,025.00 | |
| Cocobrown Mulch, 02CF bag - 02CF | 90.00 | 02CF | \$5.50 | \$495.00 | |
| Sod Install | | | | | \$8,331.00 |
| Empire Zoysia, 01 Square Foot - 01SF | 13200.00 | 01SF | \$0.58 | \$7,656.00 | |
| Maintenance Division Labor | 15.00 | HR | \$45.00 | \$675.00 | |
| Irrigation Enhancement | | | | | \$2,983.00 |
| Hunter PGP-ADJ Adjustable Rotor 4 in Riser w/ 3.0 Blue Nozzle | 26.00 | EA | \$15.00 | \$390.00 | |
| 1.5" PGV VALVE HUNTER | 1.00 | EA | \$120.00 | \$120.00 | |
| Nipple 1.5x12 Sch 80 Pvc | 1.00 | EA | \$6.00 | \$6.00 | |
| FD-101 | 1.00 | EA | \$250.00 | \$250.00 | |
| 12" NDS Non-Potable Valve Box | 1.00 | EA | \$62.00 | \$62.00 | |
| Funny Pipe- Flex Tubing Soft Grip | 100.00 | LF | \$0.50 | \$50.00 | |
| 1" CL200 PVC | 500.00 | LF | \$0.50 | \$250.00 | |


| | | | | |
|----------------------------|--------|----|---------|--------------------|
| 1.5" CL200 PVC | 200.00 | LF | \$1.25 | \$250.00 |
| Misc Fittings - 1.25" - 2" | 60.00 | EA | \$8.00 | \$480.00 |
| Maintenance Division Labor | 25.00 | HR | \$45.00 | \$1,125.00 |
| Total: | | | | \$13,834.00 |

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 damaged 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: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit 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.
Toscana Isles Community Development District


 _____ 10/12/21
Signature (Owner/Property Manager) **Date**
 Alexander Hays, as Chair

Printed Name (Owner/Property) Manager

Signature - Representative **Date**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5C



Proposal

Proposal No.: 126447
Proposed Date: 09/14/21

| PROPERTY: | FOR: |
|---|--|
| Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431 | Western Tract Drain Install - Irrigation |

There are 6 sections on the western tract and 3 along the berm in the north east corner of the project (near the bamboo).

Restore zone irrigation lines following underdrain install.

Each will run 250' (125' in each direction).

This proposal will be T&M not to exceed \$7,000 - Sending to Alex Hays for approval.

| ITEM | QTY | UOM | TOTAL |
|---------------------------|------|-----|----------------|
| Irrigation Install | | | \$45.00 |
| Install Division Labor | 1.00 | HR | |
| Total: | | | \$45.00 |

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 damaged 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: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit 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.

Toscana Isles Community Development District

[Signature]
Signature (Owner/Property Manager)

9/15/21
Date

Alexander Hays, es Chair
Printed Name (Owner/Property) Manager

Signature - Representative

Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5D



Proposal

Proposal No.: 123266
Proposed Date: 08/17/21

| PROPERTY: | FOR: |
|---|------------------------------|
| Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431 | Toscana Phase 2 Lift Station |

Toscana Phase 2 Lift Station

- (9) fishtail palms 12' oa
- 60' drip line
- (15) coco mulch bags
- Labor to prepare site grade/ weed eat grass/ apply round up - 3men 9hrs total.

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|---------------------------------------|-------|------|------------|---------------|-------------------|
| Landscape Install | | | | | \$3,864.45 |
| Fishtail Palm, 12' oa - FGP1 | 9.00 | FG | \$376.00 | \$3,384.00 | |
| Cocobrown Mulch, 02CF bag - 02CF | 15.00 | 02CF | \$3.75 | \$56.25 | |
| HUNTER HDL DRIPLINE CV 0.9 GPH 12" | 60.00 | LF | \$0.32 | \$19.20 | |
| Install Division Labor | 9.00 | HR | \$45.00 | \$405.00 | |
| | | | | Total: | \$3,864.45 |

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: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit 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.

Tuscan Isles Community Development District

[Signature] _____ *8/17/21* _____
Signature (Owner/Property Manager) Date

Alexander Hays, as Chair Board of Supervisors
Printed Name (Owner/Property) Manager

Signature - Representative Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5 E



Proposal

Proposal No.: 129809
Proposed Date: 10/11/21

| PROPERTY: | FOR: |
|---|-----------------------------------|
| Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431 | Western Tract Drain Install - Sod |

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|--|-------|--------|------------|---------------|--------------------|
| Subcontractor | | | | | \$14,000.00 |
| Remove, regrade and reinstall Zoysia per pallet | 32.00 | Pallet | \$437.50 | \$14,000.00 | |
| | | | | Total: | \$14,000.00 |

Lump sum price for all sod restoration from underdrain install.

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 damaged 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: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit 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.

Toscana Isles Community Development District



Signature (Owner/Property Manager)

10/12/21

Date

Alexander Hays, as Chair

Printed Name (Owner/Property) Manager

Signature - Representative

Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5F



Proposal

Proposal No.: 131438
Proposed Date: 10/20/21

| PROPERTY: | FOR: |
|---|--|
| Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431 | Pescador drain install Irrigation repairs. |

This proposal is to repair Damaged irrigation by drain install on Pescador as follows.

167 pescador- reported leak from drain install under sidewalk

Material

- 1 elbow 1"
- 1 coupler 1"
- 1 hr.

168 Pescador broken spray

- 1 spray 1 mp nozzle
- 30 min

164 Pescador broken pipe

- 1 coupler 1"
- 1 hr.

148 Pescador broken spray

- 1 spray 1 mp nozzle
- 30 min

148 Pescador broken pipe by the drainage

- 8 feet's 1" pipe
- 3 coupler 1"

1 spray
1.5 hrs.

168 Pescador - guys installing a drain cut out another piece of pipe about 10 foot.

Material:
3 fittings 1"
20 ft of the 1" pipe
1 hr and 30 min

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|-------------------------------|-------|-----|------------|------------|-----------------|
| Irrigation Enhancement | | | | | \$376.00 |
| Maintenance Division Labor | 6.00 | HR | \$45.00 | \$270.00 | |
| Misc Fittings - up to 1" | 10.00 | EA | \$2.50 | \$25.00 | |
| PROS06 6" SPRAY | 3.00 | EA | \$12.00 | \$36.00 | |
| 1" CL200 PVC | 20.00 | LF | \$0.45 | \$9.00 | |
| MP Rotator Nozzle Hunter | 3.00 | EA | \$12.00 | \$36.00 | |
| Total: | | | | | \$376.00 |

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:

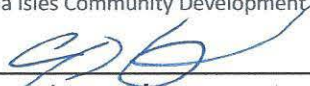
Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged 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.

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

PROPOSAL DATE

Toscana Isles Community Development District



10/21/21

Signature (Owner/Property Manager)
Alexander Hays, Chair

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5G



TECH TACTICS

PO Box 53176
Sarasota, FL 34232
Phone # 941-404-6070
www.techtactics.us

ESTIMATE

Estimate Date: 9/21/2021
Estimate #: 2859

Bill To:

Toscana Isles CDD

| Description | Est. Hours/... | Rate | Total |
|---|----------------|----------|----------|
| Install and configure security camera system with remote access at 2nd entry/exit gate | | 2,720.00 | 2,720.00 |
| *** PERIMETER WALL HARDWARE - NEAR OTHER UTILITIES *** | | | |
| 18x16x8 Inch 120 VAC Weatherproof Enclosure with 85° Turn-on Cooling Fan | 1 | 508.00 | 508.00 |
| Milestone XProtect NVR (industrial/outdoor application rated) | 1 | 1,440.00 | 1,440.00 |
| 4TB Surveillance hard drive | 1 | 135.00 | 135.00 |
| 5 port managed switch | 1 | 38.00 | 38.00 |
| Cat6 shielded networking cable | 1 | 124.00 | 124.00 |
| *** ENTRY ISLAND HARDWARE *** | | | |
| 5" diameter 8ft dark bronze direct burial surveillance pole (includes freight shipping) | 1 | 1,002.00 | 1,002.00 |
| 4MP Varifocal outdoor bullet camera | 4 | 267.00 | 1,068.00 |
| Waterproof junction box for bullet camera | 4 | 30.00 | 120.00 |
| 5 port PoE managed switch | 1 | 107.00 | 107.00 |
| 54V 80W PoE injector | 1 | 35.00 | 35.00 |
| Waterproof enclosure for PoE switch | 1 | 54.00 | 54.00 |
| Miscellaneous Supplies | | 35.00 | 35.00 |

If you have any comments or concerns, contact us at 941-404-6070.

Total

\$7,386.00

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid for 30 days.

Toscana Isles Community Development District

Alexander Hayes, as Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5H

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.

Project Name: Pescador Pavement Cores/Piezometers - Nokomis - GEO - LALP Development, LLC - 8.3.21 **Date:** August 12, 2021

Project Location: Pescador Place, Nokomis, Florida

Client Name: Toscana Isles Community Development District **Contact:** Alexander Hayes

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

Contact Fax Number: 941-346-6115 **Contact Phone:** 941-552-6705 **Email:** ahays@vanguardland.com

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

UES Opportunity No.: 1130.0821.00007

Cores:

- Perform four (4) 4-inch Pavement Cores along the roadways
- Measure asphalt, base, & subgrade thickness and material classification
- Perform a hand auger boring at each core location to a depth of 2 feet below bottom of base
- Take core photographs
- Patch pavement cores

Piezometers:

- Install two (2) temporary piezometers to monitor groundwater levels. Measure groundwater levels through October

Fees:

4 Cores @ \$250.00 each: \$1,000.00

2 Piezometers @ \$650.00 each installed: \$1,300.00

Measuring Groundwater through October: 6 trips \$150/trip: \$900.00

Final Report: \$650.00

Report:

Provide a letter report with pavement section thickness, logs, core photographs, material classification, and groundwater levels.

Total Service Estimate = \$ 3,850.00

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.:** 46-4296726
Address: 2300 Glades Road, Suite 401W **City:** Boca Raton, FL **Zip Code:** 33431
Attention: ahays@toscanaisles.com **Title:** Chair, Board of Supervisors
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:** _____

Return Executed Copies to:
 Universal Engineering Sciences, LLC.
 1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234
 Tel (941) 358-7410 • Fax (941) 358-7353



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives
this _____ day of _____ 2021.

CLIENT: _____ UNIVERSAL ENGINEERING SCIENCES, LLC.

Toscares Isles Community Development District

BY (signature): *AH*

BY (signature): _____

NAME: *Alexander Hays*

NAME: Robert I. Gomez

TITLE: *Chair, Board of Supervisors*

TITLE: Branch Manager

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Universal Engineering Sciences, LLC.
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234
Tel (941) 358-7410 • Fax (941) 358-7353



Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' 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 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.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

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 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, 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.
- 2.3 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 services are 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.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

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 and all 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 Proposal.
- 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: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 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.
- 5.3 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 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 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.
- 6.2 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.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 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 party or used or relied upon by any such party without the express written consent of UES.

Return Executed Copies to:
Universal Engineering Sciences, LLC.
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234
Tel (941) 358-7410 • Fax (941) 358-7353



SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that 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 waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and 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 recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 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 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other 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 our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, 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.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, 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 8, 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 agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 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 alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 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. Such termination shall not be effective if that substantial failure 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.
- 11.2 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 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 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.
- 14.2 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.

Rev. 3/26/2020 (Docs No.1758555)

Return Executed Copies to:
Universal Engineering Sciences, LLC.
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234
Tel (941) 358-7410 • Fax (941) 358-7353



**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

51

Bontrager Painting, Inc.

1090 Innovation Avenue
Suite 109
North Port, FL 34289

Estimate

| Date | Estimate # |
|------------|------------|
| 10/15/2021 | 5175 |

| Name / Address |
|---|
| Toscana Isles Community Development District 6561 Palmer Park Circle Suite B Sarasota, FL 34238 |

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

| Description | Qty | Rate | Total |
|---|-----|--------|----------|
| 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. | 1 | 950.00 | 950.00 |
| Total | | | \$950.00 |

Toscana Isles Community Development District


Alexander Hays, Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

6

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT made as of the ~~27th~~^{21st} day of October in the year 2021

BETWEEN the Owner:

Toscana Isles Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and the Contractor:

Superior Asphalt, Inc.
4703 15th Street East
Bradenton, FL 34203

for the following Project:

Placement of Final Lift of Asphalt at Toscana Isles

The Engineer:

AM Engineering, Inc.
8340 Consumer Court
Sarasota, Florida 34240

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, General Conditions of the Contract, Drawings, Specifications, Construction Documents, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable from the Contract Documents by the Contractor to the extent necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall include full and complete “turnkey” construction services and activities so as to complete the Work and Project in accordance with the Owner’s requirements and the requirements of the Contract Documents, including those requirements that are reasonably inferable from the Contract Documents by the Contractor.

§ 2.2 Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish and complete all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to the performance and the completion of the Work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date set forth in a Notice to Proceed from the Owner to the Contractor. If a Notice to Proceed is not received by the Contractor from the Owner within 30 business days following the date of this Agreement, then this Agreement shall be null and void.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall ensure that Substantial Completion of the entire Work shall be achieved not later than December 17, 2021. The Contractor and the Owner agree that the dates set forth in the Construction Schedule shown on Exhibit C attached to this Agreement shall be used as a good faith basis for keeping track of the schedule for completion of the Work and the Project.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s full and complete performance of the Contract. The Contract Sum shall be a fixed fee amount of **\$396,271.00**. The Contract Sum may not be adjusted upward unless such adjustment is based upon an equitable adjustment due directly to: (i) unforeseen

changes in governmental regulations imposed upon the Work or the Project after the date of this Agreement or (ii) changes in the Work requested by the Owner that are beyond the scope of the Work set forth in the Contract Documents. For changes in the scope of the Work pursuant to this Section 4.1, the unit prices set forth on Exhibit D attached to this Agreement (the "Unit Price List") are hereby agreed to be the unit prices applicable to any change in the scope of the Work pursuant to this Section 4.1. For any unit prices not shown on the Unit Price List, the Contractor and the Owner shall work together (in good faith) to agree upon a reasonable unit price for such item(s).

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Subject to the terms and conditions of the Contract Documents, based upon Applications for Payment, including all required supporting documentation, submitted to the Owner and Engineer by the Contractor and Certificates for Payment issued by the Engineer with the Owner's consent, the Owner shall make progress payments on account of the Contract Sum as provided below and elsewhere in the Contract Documents. The Owner may, in the Owner's sole and absolute discretion, make any progress payments due under the Contract by joint check from the Owner payable to the Contractor and the applicable subcontractor or material supplier.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner and Engineer not later than the 25th day of a month and made in accordance with the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Owner and Engineer after the application date fixed above and made in accordance with the Contract Documents, payment shall be made by the Owner not later than 30 days after the Owner and Engineer receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents and approved by the Owner in writing. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values, unless objected to by the Owner or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to any other items required by the Contract Documents, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Florida:

(i) A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount applicable to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

(ii) Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" or "trailing" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Section 5.1.5.

(iii) Such other information, documentation, and materials as the Owner or Engineer may require.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%).

Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the General Conditions of the Contract for Construction.

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the Project site at a location agreed upon in writing), less retainage of five percent (5%).
- .3 Subtract the aggregate of previous payments made by the Owner.
- .4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions attached to this Contract.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner or Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if Substantial Completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions attached to this Contract.

§ 5.1.8 The Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the General Conditions attached to this Contract.
- .2 a final Certificate for Payment has been issued by the Engineer and approved by the Owner in writing.
- .3 all requirements set forth in the Contract Documents necessary for final payment have been completed or waived in writing by the Owner, including Substantial Completion of the Work in accordance with the Contract Document.

§ 5.2.2 The Owner's final payment to the Contractor shall be paid in accordance with the Contract Documents. The Owner may, in the Owner's sole and absolute discretion, make any final payment due under this Agreement by joint check from the Owner payable to the Contractor and the applicable subcontractor or material supplier.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INTENTIONALLY OMITTED

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of the General Conditions attached to this Contract, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions attached to this Contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions attached to this Contract.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid from the Owner under the Contract shall bear interest from the date payment is due at the rate of one percent (1%).

§ 8.3 The Owner's representative:
Alexander Hays
Toscana Isles Community Development District
6561 Palmer Park Circle, Suite B
Sarasota, Florida 34238

Or

Cindy Cerbone
Toscana Isles Community Development District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

§ 8.4 The Contractor's representative:
Alan Mulvey
Superior Asphalt, Inc.
4703 15th Street East
Bradenton, FL 34203

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other Provisions: The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution of the Work and delivery of this Agreement, any termination of this Agreement, and the Substantial Completion of the Work:

(i) The Contractor and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.

(ii) The Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Contractor obligations hereunder.

(iii) The Contractor is authorized to do business in the State of Florida and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project.

(iv) The Contractor's execution of this Agreement and the Contractor's performance thereof is within its duly authorized powers.

(v) The Contractor's duly authorized representative has visited the Project site, familiarized himself or herself with the local and special conditions under which the Work is to be performed, and the Contractor has correlated its observations with the requirements of the Contract Documents.

(vi) The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and the Contractor will perform the Work with the care, skill, and diligence of such a contractor.

(vii) The Contractor will diligently commence and complete the Work and the Project within the time period required under the Contract Documents.

(viii) The Contractor agrees to supply adequate manpower and equipment to complete the Work and the Project within the time period required under the Contract Documents.

§ 8.7 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor. Owner may elect to purchase any or all materials directly. If Owner elects to purchase material directly, a Change Order shall reduce the Contract Sum by the cost of such materials and the sales taxes thereon that would have been payable if Contractor purchased the materials, plus any mark-up of the Contractor on such materials. Further, the Contractor acknowledges and agrees that an assignee of the Contract Documents may be an organization that is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Project to the Owner, the Contractor agrees to cooperate with the Owner and to allow the Owner to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such direct owner purchases.

All savings realized by the Owner as a result of such direct owner purchases shall inure to the benefit of the Owner, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to Sales Tax. In the event the Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne solely by the Contractor and shall be credited to the Owner against the Contract Sum.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed Construction Agreement Between Owner and Contractor.

§ 9.1.2 Additional documents, if any, forming part of the Contract Documents:

- (i) Exhibit A - General Conditions to the Contract
- (ii) Exhibit B - Schedule of Insurances
- (iii) Exhibit C - Construction Schedule
- (iv) Exhibit D - Unit Price and Quantity Bid Sheet
- (v) Exhibit E - Scope of Work
- (vi) Exhibit F - Site Plan

§ 9.1.3 This Agreement and any of the other Contract Documents may be assigned by the Owner to a third-party without the consent of the Contractor.


ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the General Conditions attached to this Contract.

This Agreement entered into as of the day and year first written above.

OWNER:

Toscana Isles Community Development District
a Florida community development district

By: 
Print Name: Alexander H. Hays
As its: Chair of the Board of Supervisors

CONTRACTOR:

Superior Asphalt, Inc.
a Florida corporation

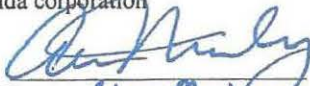
By: 
Print Name: Alan Mulkey
As its: Vice President

EXHIBIT "A"

GENERAL CONDITIONS TO THE CONTRACT

for the following PROJECT:

Placement of Final Lift of Asphalt at Toscana Isles

THE OWNER:

Toscana Isles Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

THE ENGINEER:

AM Engineering, Inc.
8340 Consumer Court
Sarasota, Florida 34240

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings (if applicable), Specifications (if applicable), the Construction Documents, any Addenda issued prior to execution of the Contract, other documents or exhibits listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a Change Order approved in writing by the Owner. Unless specifically enumerated in the Agreement, the Contract Documents do not include the Contractor's bid or proposal.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

§ 1.1.3 THE WORK

The term "Work" means the full and complete "turn-key" construction and services required: (i) for the Owner to obtain the release of all final lift of asphalt bonds from the City of Venice, (ii) by the Contract Documents, including, but not limited to all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents, and (iii) for the completion of the work set forth in the Scope of Work attached as Exhibit E to the Agreement. For the purposes herein and the Contract Documents, the term "Construction Documents" shall be Exhibit E and Exhibit F attached to the Agreement. It is the intent of the Contractor and the Owner that the scope of Work set forth herein be all encompassing and turn-key in nature.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Engineer's interpretation and the Owner's requirements. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall present an affidavit from the manufacturer when requested by the Engineer or the Owner or required in the Specifications, certifying the product complies with the particular Standard or Specification. When requested by the Engineer or the Owner or specified, support test data shall be submitted to substantiate compliance. Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted by the Engineer and the Owner prior to execution of the Contract.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined and (2) the titles of numbered articles.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 INTENTIONALLY OMITTED

§ 1.6 INTENTIONALLY OMITTED

§ 1.7 PUBLIC RECORDS

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561-571-0010) or (877-276-0889), OR BY EMAIL AT INFO@TOSCANAISLESCDD.NET, OR BY REGULAR MAIL AT 2300 GLADES ROAD, #410W, BOCA RATON, FLORIDA 33431.

§ 1.8 PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

§ 1.9 Scrutinized Companies.

Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

§ 1.10 E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the Owner and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the Owner has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Owner will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the Owner has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the Owner shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the Owner.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The term “Owner” is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term “Owner” shall mean the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within a reasonable period after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the Project site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencing the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, and assessments.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a legal description of the Project site, and the Contractor shall be responsible for verifying the accuracy of all information provided by the Owner. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Engineer’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 EXTENT OF OWNER RIGHTS

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Project site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. Unless otherwise stated in the Contract Documents, the Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site affecting it.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor

shall promptly report to the Engineer and the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer or the Owner may require.

§ 3.2.4 If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order approved by the Owner, in its sole discretion.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects for a period of one (1) year following Substantial Completion. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, a Subcontractor or anyone under the control of the Contractor, improper maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor agrees to assign to the Owner at the time of final completion of the Work all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner as to preserve all such manufacturer's warranties.

§ 3.6 INTENTIONALLY OMITTED

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Except as set forth in Section 2.2.2, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work. All inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by any public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 INTENTIONALLY OMITTED

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent and knowledgeable superintendent who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to or by the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Engineer the name and qualifications of a proposed superintendent.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor and the Owner agree that the initial Construction Schedule is attached as Exhibit C to the Agreement, and that the initial Construction Schedule shall not be modified without the prior written consent of the Owner.

§ 3.10.2 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to, and approved by, the Owner and Engineer.

§ 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the Project site for the Owner one copy of the Construction Documents, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction. These shall be available to the Owner and Engineer and shall be delivered to the Owner and Engineer upon completion of the Work as a record of the Work as constructed.

§ 3.12 INTENTIONALLY OMITTED

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the Project site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended by the Owner from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the Project site, premises, and surrounding area free from accumulation of waste materials or rubbish caused during completion of the Work or by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor or be entitled to deduct such cost of clean-up from any retainage being held by the Owner.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer full and complete access to the Work in preparation and progress wherever located.

§ 3.17 INTENTIONALLY OMITTED

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, its consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only if any part of such injury is caused in any way by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In any and all claims against the Owner, its consultants, and agents and employees of any of them the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ENGINEER

§ 4.1 GENERAL

§ 4.1.1 The Owner has retained the Engineer, who has represented to the Owner, that it is lawfully licensed to practice engineering in the jurisdiction where the Project is located. That entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Engineer is terminated, the Owner may employ a successor engineer whose status under the Contract Documents shall be that of the Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction.

§ 4.2.2 The Engineer will visit the Project site to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

§ 4.2.3 On the basis of the Project site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the

Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor may communicate with each other through the Engineer about matters arising out of or relating to the Contract.

§ 4.2.5 Based on the Owner's and Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

§ 4.2.7 The Engineer and the Owner will review and approve, or take other appropriate action upon, the Contractor's submittals, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's and Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Owner's and Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner or Engineer, of any construction means, methods, techniques, sequences or procedures.

§ 4.2.8 The Engineer, with the written consent of the Owner, will prepare Change Orders. The Engineer will investigate and make determinations and recommendations to the Owner regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer will: (i) conduct inspections to determine, with the written consent of the Owner, the date or dates of Substantial Completion and the date of final completion; (ii) with the written consent of the Owner issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and written approval, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and (iv) with the written consent of the Owner issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 With the written consent of the Owner, the Engineer may provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the Project site. The duties, responsibilities and limitations of authority of such project representatives shall be as approved by the Owner.

§ 4.2.11 With the written consent of the Owner, the Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Engineer's decisions on matters relating to aesthetic effect in connection with administration of the Contract will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Engineer will review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary.

§ 6.1.4 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report, in writing, to the Owner and Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results.

§ 6.2.3 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. The Owner may seek the input of the Engineer on any Change Order request.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order consented to in writing by the Owner.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument that may be prepared by the Engineer with the written consent of the Owner, and the Change Order must be signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- .1 The change in the Work.
- .2 The amount of the adjustment, if any, in the Contract Sum.
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Any agreement on a Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.3 A Change Order shall only be done in accordance with the Agreement.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date determined in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than three continuous business days.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (Items i through iv herein collectively referred to in this Section 8.3.3 as "Delays") whether or not such Delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including,

without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 The Unit Price and Quantity Bid Sheet, attached as Exhibit D, allocates the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner and Engineer may require. This schedule, shall be used solely as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner and Engineer an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect any required retainage provided for in the Contract Documents.

§ 9.3.1.1 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner: (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or requested by the Owner or the Engineer.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the Project site at a location and cost agreed to by the Owner in writing. Payment for materials and equipment stored on or off the Project site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the Project site for such materials and equipment stored off the Project site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment that has been approved by the Owner in writing, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has reviewed construction means, methods, techniques, sequences or procedures.

§ 9.4.3 If, subsequent to issuing any certificate pursuant to this Section 9.4, the Engineer should determine that any previous certificate was in error (whether by review of additional conditions or documents, discovery of mathematical error, or any other reason), the Engineer, with oversight from the Owner, shall issue a Revised Certificate for Payment, setting forth the changes in the amounts due the Contractor as well as the reason for such revision.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made.

§ 9.5.2 If the Engineer withholds certification for payment pursuant to the Contract Documents, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Engineer will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment of the amount due by joint check to the Contractor and applicable Subcontractor or material or equipment suppliers in the manner and within the time provided in the Contract Documents, and may so notify the Engineer.

§ 9.6.2 If the Owner decides, in the sole discretion of the Owner, to pay the Contractor directly, the Contractor shall pay each Subcontractor or material or equipment supplier no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor or material or equipment supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's or material or equipment supplier's portion of the Work.

§ 9.6.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment that has been approved in writing by the Owner, or if the Owner does not pay the Contractor within ten days after the date established in the Contract Documents the amount certified by the Engineer, then the Contractor may, upon ten additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable and actual costs of shut-down, delay and start-up.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to the amount that the Owner is entitled to receive.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner must have provided written approval that the Work has been completed in accordance with the Contract Documents and the Owner has received all certificates, permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the Work and the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Engineer a

comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner and Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's or Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents and in a condition so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Engineer. In such case, the Contractor shall then submit a request for another inspection by the Owner and Engineer to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer, with the written consent of the Owner, will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless a later date is otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion, following the written approval by the Owner, shall be submitted to the Contractor for its written acceptance of responsibilities assigned to it in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of any retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such occupancy or use, to the extent consent is required, is consented to by any insurer and authorized by public authorities having jurisdiction over the Project.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Engineer will promptly make such inspection and, when the Owner and Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer, with the written consent of the Owner, will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable in accordance with the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents or those required by the Owner shall be assembled and delivered by the Contractor to the Owner and Engineer as part of the final Application for Payment. The final Certificate of Payment will not be issued by the Engineer until all warranties and guarantees required herein have been received by the Owner and the Owner has determined that all of the warranties and guarantees acceptable.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors; and
- .3 other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 INTENTIONALLY OMITTED

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 INTENTIONALLY OMITTED

§ 10.2.7 The Contractor shall not permit any part of the construction or Project site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and the Engineer all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Engineer.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death

to persons resulting from a concealed and undisclosed hazardous material or substance, encountered on the Project site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.

§ 10.3.2 INTENTIONALLY OMITTED

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the Project site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Project site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance (and in accordance with such requirements) set forth on the Schedule of Insurances described on Exhibit B to the Agreement.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall provide its own property insurance to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the Project site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Section 11.3.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.3.7.

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

§ 11.3.3 INTENTIONALLY OMITTED

§ 11.3.4 INTENTIONALLY OMITTED

§ 11.3.5 INTENTIONALLY OMITTED

§ 11.3.6 INTENTIONALLY OMITTED

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner (if permitted by the Owner's insurance company, without penalty) and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. However, this waiver shall not apply to property insurance purchased by the Owner after completion of the Work or final payment under the Agreement, whichever comes first. The Contractor shall the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner requires that the Contractor furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The cost of such bonds shall be included in the Contract Sum. Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to Owner amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this Bond."

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work has been covered that the Owner or Engineer has not specifically requested to examine prior to its being covered, the Owner or Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner or Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, whichever is later, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a third party.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall coordinate such tests, inspections and approvals with an independent testing laboratory selected by the Owner, or with the appropriate public authority. Tests, inspections and approvals shall be paid for by the Owner, unless otherwise specified in the Contract Documents. The Contractor shall give the Owner and Engineer timely notice of when and where tests and inspections are to be made so that the Owner and Engineer may be present for such procedures.

§ 13.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to coordinate such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Engineer of when and where tests and inspections are to be made so that the Owner and Engineer may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Engineer.

§ 13.5.5 If the Owner or Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Owner and Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly.

§ 13.6 INTENTIONALLY OMITTED

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law

§ 13.8 GENERAL PROVISIONS

§ 13.8.1 All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.8.2 If any provision of the Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Contract or valid portions of such provision, which are hereby deemed severable.

§ 13.8.3 Any specific requirement in the Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier.

§ 13.8.4 The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner.

§ 13.8.5 The Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for protection of the Owner from liens and claims of lien if permitted or required by applicable law. The Contractor shall provide the Owner with copies of all notices received by the Contractor from Subcontractors, sub-subcontractors, and/or suppliers to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive business days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor.

§ 14.1.2 If the reason described in Section 14.1.1 exists, the Contractor may, upon 30 days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, actual costs incurred by reason of such termination.

§ 14.1.3 If the Work is stopped for a period of 30 consecutive business days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days' written notice (and an opportunity to cure during such time) to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Section 14.1.2, unless the Owner has fulfilled the Owner's obligations under the Contract Documents within the 30 day cure period.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 fails to prosecute the Work to completion thereof in an efficient workmanlike, skillful, and careful manner and in strict accordance with the Contract Documents;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and
- .2 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including any compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 INTENTIONALLY OMITTED

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for the Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and any consequential damages. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract Documents, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.. Any such payment to the Contractor pursuant to this Section 14.4.3 constitutes the exclusive remedy the Contractor may have against the Owner for its work on the Project once the Owner has terminated the Contractor for convenience, and is in place of any other claim or recovery the Contractor may have against the Owner arising out of or in any way connected with the Project, including, but not limited to any claim for breach of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Engineer. Claims by either party must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Except to the extent covered by the valid and collectible insurance required respectively to be carried by the Contractor or Owner under Article 11, the Contractor and the Owner waive all claims against each other for consequential damages arising out of or relating to the Contract; provided, however, that in no event shall this mutual waiver be deemed to preclude the obligation of the Contractor to reimburse the Owner as required under the Contract or for any fines from governmental entities or additional costs and expenses for the Engineer or other consultants, or separate contractors, arising out of any act or omission of the Contractor.

§ 15.2 INTENTIONALLY OMITTED

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those expressly waived in the Contract Documents shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation proceedings but, in such event, mediation shall proceed in advance of the litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

EXHIBIT "B"

Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory-amounts and coverages required by Florida law.
2. Comprehensive General Liability, including coverage for direct operations, sublet portions of the Work, and contractual liability with limits not less than those stated below.
 - a. Bodily injury liability-including personal injury of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after Substantial Completion of the Work.
3. If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits specified above in 1. and 2.
4. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence or Combined Single Limit of one million dollars (\$1,000,000).
5. In addition to all coverage above, the Contractor shall furnish Umbrella or Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

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

EXHIBIT "C"

Project Schedule

With the exception of striping, the Work is to be completed by December 17, 2021.

Striping shall be completed by January 14, 2022.

EXHIBIT D - UNIT PRICE LIST

| Description | Unit | Unit Price |
|---------------------------------|------|------------|
| Road Construction | | |
| 1" Type SP-9.5 Final Lift | SY | \$6.35 |
| 1" Pavement Milling | SY | \$9.70 |
| 1" Type S-3 Asphalt Replacement | SY | \$12.50 |
| 1" Type S-3 Overlay | SY | \$12.50 |
| Inlet Asphalt Repairs | SY | \$16.00 |

EXHIBIT D - Quantity Spreadsheet

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|-------------|----------|------|------------|--------------|
|----------|-------------|----------|------|------------|--------------|

Asphalt Work

| | | | | | |
|-----------------|-----------------------------------|-----------|----|----------|---------------------|
| 1 | 1" Type SP-9.5 Asphalt Final Lift | 57,700.00 | SY | \$ 6.35 | \$366,395.00 |
| 2 | 1" Pavement Milling | 980.00 | SY | \$ 9.70 | \$9,506.00 |
| 3 | 1" Type S-3 Asphalt Replacement | 980.00 | SY | \$ 12.50 | \$12,250.00 |
| 4 | 1" Type S-3 Asphalt Final Lift | 240.00 | SY | \$ 12.50 | \$3,000.00 |
| 5 | Inlet Repairs | 320.00 | SY | \$ 16.00 | \$5,120.00 |
| Subtotal | | | | | \$396,271.00 |

TOTAL FINAL LIFT

\$396,271.00

SUPERIOR ASPHALT, INC.

BID QUOTATION

P.O. BOX 2489
ONECO, FL 34264

PH. (941) 755-2850
FAX (941) 727-5980

DATE: September 14, 2021

TO: TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431

JOB NAME: TOSCANA ISLES FINAL ASPHALT LIFT

LOCATION: KNIGHTS TRAIL, NORTH OF LAUREL ROAD, VENICE

WE ARE PLEASED TO QUOTE AS FOLLOWS:

| ITEM NO. | ITEM DESCRIPTION | BID QUANTITY | UNIT | UNIT PRICE | TOTAL |
|----------|------------------------|--------------|------|------------|--------------|
| 1 | 1" TYPE SP-9.5 ASPHALT | 57700.00 | SY | \$6.35 | \$366,395.00 |

THE FOLLOWING WORK ITEMS ARE INCLUDED IN THE ABOVE PRICE:

- 1) PERFORMANCE & PAYMENT BOND
- 2) MAINTENANCE OF TRAFFIC
- 3) SWEEPING OF THE ROADWAYS
- 4) MILLING OF ASPHALT AROUND EXISTING UTILITIES TO ASSURE PROPER THICKNESS
- 5) PLACEMENT OF SAND TO PREVENT TRACKING ON PAVER BRICK
- 6) INSTALLATION OF A BITUMINOUS TACK COAT
- 7) INSTALLATION OF 1" OF TYPE SP-9.5 ASPHALT
- 8) PAINT AND THERMO STRIPING
- 9) REPLACEMENT OF THE BLUE HYDRANT REFLECTORS
- 10) FINAL PROJECT CLEANUP

- 2) This quote has been based on N/A move-ins. Any additional move-ins will be \$ 750.00 per move in.
- 3) New pavement will tend to scuff and mark within the first twelve (12) months after placement due to the curing process of asphalt.
- 4) During resurfacing projects, Superior Asphalt cannot guarantee 100% drainage.
- 5) All permits, surveying, and maintenance of traffic by others unless noted above.
- 6) All testing to be in accordance with F.D.O.T. testing procedures and to be paid for by others.
- 7) If this is a unit price contract, the job will be remeasured for actual quantities.
- 8) We have the right to inspect base prior to paving.
- 9) We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control.
- 10) Purchaser agrees that should the account become more than 30 days past due, purchaser will pay all costs of collection, including reasonable attorney's fees whether collected through suit or otherwise. After 30 days, interest will be charged on all money due at the highest legal rate.
- 11) Prices quoted valid for 30 days at which time we reserve the right to adjust our price. Sales tax is included in the prices quoted.
- 12) Asphalt is a flexible pavement and any cracks that are visible before overlaying will reflect through after the overlay is finished. Also, cracks will appear when paving on new soil cement.

Date _____

Accepted by _____

SUPERIOR ASPHALT, INC.

By _____

Al Mulvey, Vice President

EXHIBIT "E"

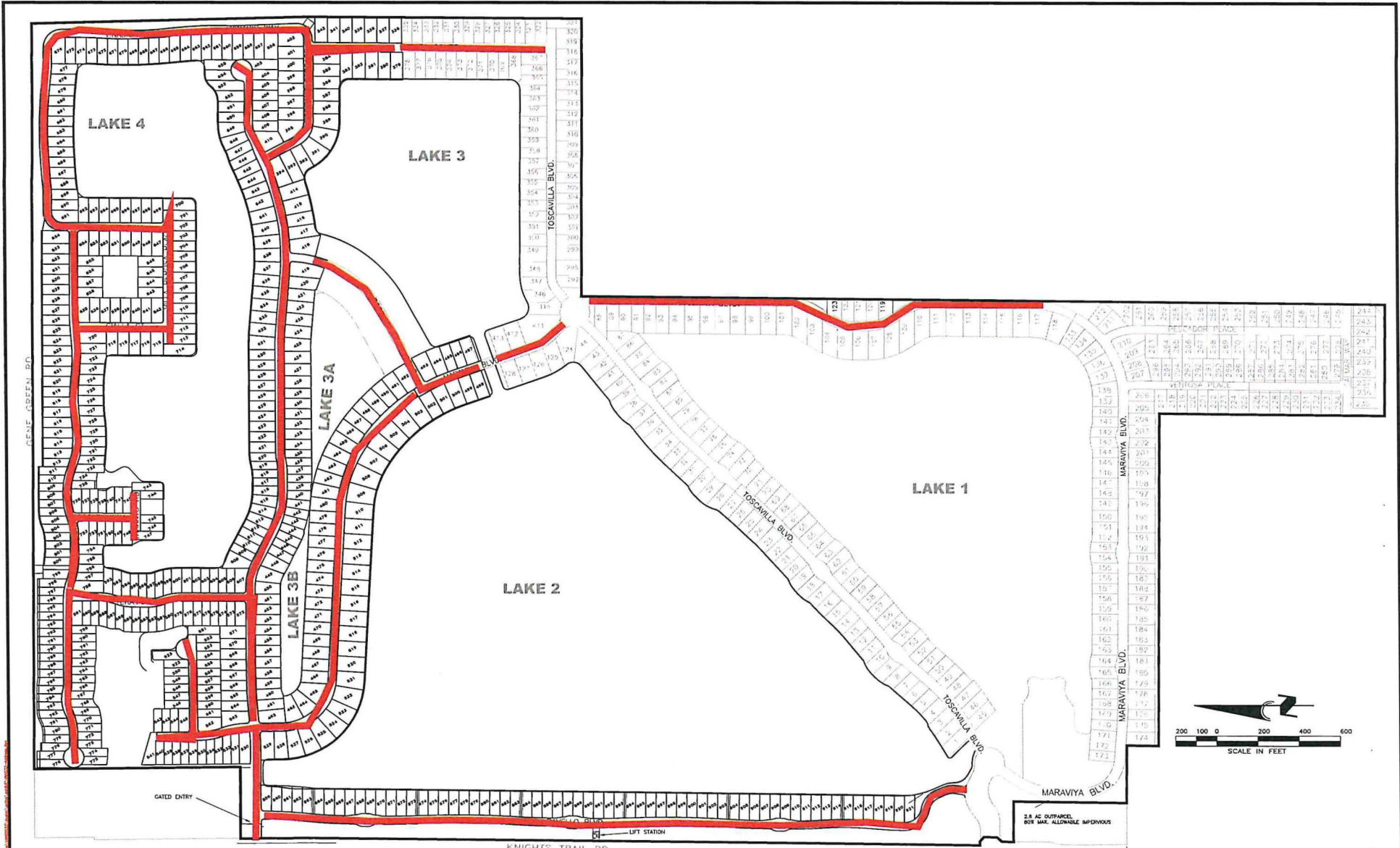
Scope of Work Included in Lump Sum

Contractor's Work shall include but not be limited to the following:

1. Contractor shall supply and install all remaining final lift of asphalt throughout Toscana Isles. The Site Plan, Exhibit "F" (the "Plans") provides an approximation of the remaining areas requiring final lift. Notwithstanding the foregoing, the Scope includes all remaining areas requiring final lift.
2. Contractor shall install the final lift pursuant to all applicable governmental standards and industry best practices.
3. In addition to the areas highlighted in Exhibit F, Contractor shall place final lift on utility access drive at the west end of Calmar.
4. Contractor shall sweep clean existing pavement immediately prior to performing any work.
5. Contractor shall provide tack coat on existing asphalt prior to placement of final lift.
6. Contractor shall provide any necessary maintenance of traffic and conduct the Work to minimize its' impact on community traffic flow.
7. Asphalt place by contractor shall meet City of Venice standards, be at least 1" thick, be placed to a level at least ¼" above the adjacent curb and be placed to maintain a consistent slope of the road.
8. Asphalt mix design and placement methodology shall be reviewed and approved by District geo-technical engineer. During placement, Contractor shall adhere to recommendations of the District geo-technical engineer.
9. Where settlement has occurred adjacent to inlets, Contractor shall cut-out, patch and compact asphalt prior to placement of the final lift.
10. Contractor shall mill and replace 980 SY of asphalt to a depth of 1", as directed by Owner or Owner representatives or consultants. Any adjustment to the quantity of asphalt to be milled and replaced shall result in an adjustment to the contract lump sum price at the unit prices listed in Exhibit D.
11. Where any discrepancies exist between the Plans, this Agreement, or between individual page of the Plans, the lump sum price shall include all costs relative to the greatest potential material quantities, size, specification or scope of Work to be supplied to the District.
12. Contractor shall coordinate the Work with any other contractors working onsite.
13. Verifying location and placement of all planned improvements including coordination with the District's surveyor (AM Engineering; Brian Ritz – 941-377-9178 ext. 201).
14. Contractor shall be responsible for repairs to any equipment or improvement damaged by Contractor or Contractor's sub-contractors.

EXHIBIT "F"

Site Plan



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.

| REVISIONS | | |
|-----------|------|-------------|
| BY | DATE | DESCRIPTION |
| | | |
| | | |
| | | |

M
ENGINEERING, INC.
 5800 DICKENS DR
 WINDY HILL, FL 32091
 P.O. BOX 14334

PROJECT: **TOSCANA ISLES, UNIT 2**

| | | | |
|-------------------------------|------------------------|---------------|----------------|
| SCALE: 1" = 200' | APPROVED BY: | DATE: | CID: |
| DATE: 2/01/18 | D. SHARPE LENS, P.E. | 2/01/18 | ADDRESS: |
| CLIENT: LALP DEVELOPMENT, LLC | PREPARED BY: WANGOODIS | DATE: 2/01/18 | PROJECT NO: 06 |
| BASIC: ADDRESSING PLAN | | | |

PHONE: (941) 377-9178

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

7A

Cindy Cerbone

From: Vanessa Steinerts <VSteinerts@svlegal.com>
Sent: Wednesday, September 22, 2021 3:38 PM
To: Cindy Cerbone
Cc: Jamie Sanchez; Daniel Rom
Subject: Toscana Isles Legislation Update
Attachments: Chapter 2021-194.pdf

Good afternoon, Board of Supervisors:

Attached please find a copy of Chapter 2021-194, Laws of Florida, the new legislation discussed at the Board meeting this morning. As we discussed, this law creates Section 403.9302, Florida Statutes. This new statute requires that by June 30, 2022, and every 5 years thereafter, every county, municipality, or special district providing a stormwater management program or stormwater management system must create a 20-year needs analysis pertaining to its stormwater facilities. The 20-year stormwater facilities needs analysis must then be submitted to the county in which the largest portion of the special district's stormwater management program or stormwater management system is located. The 20-year stormwater facilities needs analysis must include the following information:

- A detailed description of the stormwater management program or stormwater management system and its facilities and projects;
- The number of current and projected residents served calculated in five (5) year increments;
- The current and projected service area for the stormwater management program or stormwater management system;
- The current and projected cost of providing services calculated in five (5) year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
- The local government's plan to fund the maintenance or expansion of any facility or its major components, including historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

I've included a copy of the new legislation, with the relevant portion being on page 5, for your convenience. Please don't hesitate to contact me if you have any questions. Thank you.

(Please note that Board members have been blind copied on this email in order to prevent any inadvertent violations of the Sunshine Law.)

Vanessa T. Steinerts
Attorney at Law
1510 W. Cleveland Street
Tampa, Florida 33606
STRALEY ROBIN VERICKER

PH: 813-223-9400
DIRECT: 813-419-1415
Email: VSteinerts@srvlegal.com
www.srvlegal.com

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CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor.

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is ~~of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation~~ and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

7B

Cindy Cerbone

From: Cindy Cerbone
Sent: Tuesday, October 19, 2021 3:13 PM
To: Shawn Leins; Jeff Sweater (jsweater@toscanaislescdd.net)
Cc: Daniel Rom; Jamie Sanchez
Subject: Toscana Isles CDD - FASD released documents on the Stormwater and Wastewater 20-Year Needs Analyses
Attachments: Stormwater and Waterwater 20 Year Needs Analyses.pdf

Shawn and Jeff,

I am not sure if you all already have this or not and thought it might help for tomorrow's call.

Thank you,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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www.whhassociates.com

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Wrathell, Hunt and Associates, LLC

Office of Economic & Demographic Research The Florida Legislature



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Stormwater & Wastewater 20-Year Needs Analyses

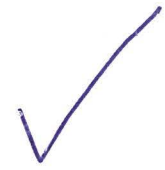
Sections 403.9301 and 403.9302, Florida Statutes, (see [Chapter 2021-194](#) , Laws of Florida), direct municipalities, counties, and independent special districts that provide a stormwater management system or program, or wastewater management services, to develop a 20-year needs analysis every five years.

For the first cycle of reports, local governments must submit their reports to their respective counties by June 30, 2022. The counties must compile the local reports (including their own) and submit them to EDR and the secretary of the Department of Environmental Protection by July 31, 2022. EDR will then publish an analysis of the stormwater and wastewater submissions in the 2023 edition of the Annual Assessments of Florida's Water Resources and Conservation Lands. The next reporting cycle will begin in 2027.

The templates are provided in two formats. First, a workbook has been developed in EXCEL that should be downloaded and completed for actual submission. The accompanying PDF's are text only, and are only provided for easy reference. Otherwise, the two documents match. County instructions for compiling all local submissions for final transfer to EDR will be coming soon. All questions should be directed to: [EDR Natural Resources](#).

Stormwater (s. 403.9302, F.S.)

- Stormwater Template for Needs Analysis
 - [EXCEL Workbook for Submission](#) [xlsx] - October 8, 2021
 - Optional Growth Rate Schedules - Coming Soon
 - [PDF Version for Reference](#) [pdf] - revised October 8, 2021; replaces September 1, 2021 version
 - Stormwater Template Overview - August 20, 2021
- FAQs - Coming Soon
- Glossary - Coming Soon



Wastewater (s. 403.9301, F.S.)

- Template - Coming Soon

N/A

Last Revised: October 8, 2021



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TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

| |
|--|
| |
|--|

Name of stormwater utility, if applicable:

| |
|--|
| |
|--|

Contact Person

Name:

| |
|--|
| |
|--|

Position/Title:

| |
|--|
| |
|--|

Email Address:

| |
|--|
| |
|--|

Phone Number:

| |
|--|
| |
|--|

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

| 0 | 1 | 2 | 3 | 4 | 5 | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water quality improvement (TMDL Process/BMAPs/other) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise |
| | | | | | | Other: |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:

- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.

- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):

- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

| | |
|---|--|
| A construction sediment and erosion control program for new construction (plans review and/or inspection)? | |
| An illicit discharge inspection and elimination program? | |
| A public education program? | |
| A program to involve the public regarding stormwater issues? | |
| A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ? | |
| A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)? | |
| Water quality or stream gage monitoring? | |
| A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)? | |
| A system for managing stormwater complaints? | |
| Other specific activities? | |

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (i.e., systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

| | |
|---|--|
| Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ? | |
| Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ? | |
| Invasive plant management associated with stormwater infrastructure? | |
| Ditch cleaning? | |
| Sediment removal from the stormwater system (vector trucks, other)? | |
| Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? | |
| Street sweeping? | |
| Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ? | |
| Non-structural programs like public outreach and education? | |
| Other specific routine activities? | |
| | |

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

| | Number | Unit of Measurement |
|---|--------|---------------------|
| Estimated feet or miles of buried culvert: | | |
| Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program: | | |
| Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds): | | |
| Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> : | | |
| Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection): | | |
| Number of stormwater pump stations: | | |
| Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels): | | |
| Number of stormwater treatment wetland systems: | | |
| Other: | | |
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Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

| Best Management Practice | Current | Planned |
|----------------------------------|---------|---------|
| Tree boxes | | |
| Rain gardens | | |
| Green roofs | | |
| Pervious pavement/pavers | | |
| Littoral zone plantings | | |
| Living shorelines | | |
| Other Best Management Practices: | | |
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Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

| Routine Operation and Maintenance | Expenditures (in \$thousands) | | | | |
|--|-------------------------------|--------------------|--------------------|--------------------|--------------------|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| Operation and Maintenance Costs | | | | | |
| Brief description of growth greater than 15% over any 5-year period: | | | | | |
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Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|--------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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5.2.2 Water Quality

Expenditures (in \$thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
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Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|--------------|---------------|--------------------|--------------------|--------------------|--------------------|
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5.3.2 Water Quality

Expenditures (in \$thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---------------|--------------------|--------------------|--------------------|--------------------|
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Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- Stormwater Master Plan
- Basin Studies or Engineering Reports
- Adopted BMAP
- Adopted Total Maximum Daily Load
- Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan

Specify:
 Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

| Project Name | Expenditures (in \$thousands) | | | | |
|--------------|-------------------------------|--------------------|--------------------|--------------------|--------------------|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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| Project Name | Expenditures (in \$thousands) | | | | |
|--------------|-------------------------------|--------------------|--------------------|--------------------|--------------------|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
 If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
 If yes, please provide a link if available:
 If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

| Project Name | Expenditures (in \$thousands) | | | | |
|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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End of Useful Life Replacement Projects with No Identified Funding Source

| Project Name | Expenditures (in \$thousands) | | | | |
|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

| | Total | Funding Sources for Actual Expenditures | | | | Contributions to Reserve Account | Balance of Reserve Account |
|---------|---------------------|---|---------------------------------|-------------------------------------|--|----------------------------------|----------------------------|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | | |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

Expansion

| | Total | Funding Sources for Actual Expenditures | | | | Contributions to Reserve Account | Balance of Reserve Account |
|---------|---------------------|---|---------------------------------|-------------------------------------|--|----------------------------------|----------------------------|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | | |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

Resiliency

| | Total | Funding Sources for Actual Expenditures | | | | Contributions to Reserve Account | Balance of Reserve Account |
|---------|---------------------|---|---------------------------------|-------------------------------------|--|----------------------------------|----------------------------|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | | |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

Replacement of Aging Infrastructure

| | Total | Funding Sources for Actual Expenditures | | | | Contributions to Reserve Account | Balance of Reserve Account |
|---------|---------------------|---|---------------------------------|-------------------------------------|--|----------------------------------|----------------------------|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | | |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

| Committed Funding Source | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Maintenance | 0 | 0 | 0 | 0 |
| Expansion | 0 | 0 | 0 | 0 |
| Resiliency | 0 | 0 | 0 | 0 |
| Replacement/Aging Infrastructure | 0 | 0 | 0 | 0 |
| Total Committed Revenues (=Total Committed Projects) | 0 | 0 | 0 | 0 |

| No Identified Funding Source | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Maintenance | 0 | 0 | 0 | 0 |
| Expansion | 0 | 0 | 0 | 0 |
| Resiliency | 0 | 0 | 0 | 0 |
| Replacement/Aging Infrastructure | 0 | 0 | 0 | 0 |
| Projected Funding Gap (=Total Non-Committed Needs) | 0 | 0 | 0 | 0 |

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

| Strategies for New Funding Sources | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | | | | |
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| Total | 0 | 0 | 0 | 0 |

| | | | | |
|---------------------------------|----------|----------|----------|----------|
| Remaining Unfunded Needs | 0 | 0 | 0 | 0 |
|---------------------------------|----------|----------|----------|----------|

| Project & Type Information | | | Expenditures (in \$thousands) | | | | |
|---|--|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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| Project & Type Information | | | Expenditures (in \$thousands) | | | | |
|---|--|--------------|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
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| Project & Type Information | | | Expenditures | | | | |
|--|------------------------------|------------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Project Type | Funding Source Type | | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| Expansion Projects, Flood Protection | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Water Quality | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Resiliency Projects | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| End of Useful Life Replacement Projects | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Flood Protection | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Water Quality | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Resiliency Projects | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| End of Useful Life Replacement Projects | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Total of Projects without Project Type and/or Funding Source Type | | | 0 | 0 | 0 | 0 | 0 |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

7C

Cindy Cerbone

From: Shawn Leins <sleins@amengfl.com>
Sent: Wednesday, October 20, 2021 11:47 AM
To: Jeffrey Sweater, PE; Cindy Cerbone; Jeff Sweater (jsweater@toscanaislescdd.net)
Cc: Daniel Rom; Jamie Sanchez
Subject: RE: Toscana Isles CDD - recap of conference call on Oct 20, 2021 at 10:30am on Stormwater & Wastewater 20-Year Needs Analyses

I have reviewed and agree with the minutes and Jeff's comments

D. SHAWN LEINS, PE
PRESIDENT
AM ENGINEERING, LLC
8340 CONSUMER COURT
SARASOTA, FL 34240

941-377-9178 EXT 202
941-378-3786 (FAX)

From: Jeffrey Sweater, PE <jwsweater@elagroup.com>
Sent: Wednesday, October 20, 2021 11:25 AM
To: Cindy Cerbone <cerbonec@whhassociates.com>; Shawn Leins <sleins@amengfl.com>; Jeff Sweater (jsweater@toscanaislescdd.net) <jsweater@toscanaislescdd.net>
Cc: Daniel Rom <romd@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>
Subject: RE: Toscana Isles CDD - recap of conference call on Oct 20, 2021 at 10:30am on Stormwater & Wastewater 20-Year Needs Analyses

Hi Cindy,

See my suggested revisions, additions, and comments below.



JEFFREY SWEATER, PE
Director: Water/Wastewater Engineering
T: (941) 374-3930
M: (717) 468-6078
LITITZ | STATE COLLEGE | BUTLER

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From: Cindy Cerbone <cerbonec@whhassociates.com>
Sent: Wednesday, October 20, 2021 11:05 AM
To: Shawn Leins <sleins@amengfl.com>; Jeff Sweater (jsweater@toscanaislescdd.net) <jsweater@toscanaislescdd.net>

Cc: Daniel Rom <romd@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>

Subject: Toscana Isles CDD - recap of conference call on Oct 20, 2021 at 10:30am on Stormwater & Wastewater 20-Year Needs Analyses

Shawn and Jeff,

Thank you for your time today re: the conference call we had on the Stormwater & Wastewater 20-Year Needs Analyses. I have recapped the key items from our call below.

- Stormwater & Wastewater 20-Year Needs Analyses is due June 30, 202~~1~~² and again every 5 years thereafter
- Only the Stormwater component is applicable for Toscana Isles CDD (~~Water &~~ Sewer components have been turned over to the City of Venice and/or Sarasota County) (*JWS comment: While true that water was turned over as well, this needs analysis doesn't apply to public water supply facilities, they have their own reporting they must do*).
- District Engineer will need to coordinate with the applicable party from the Toscana Isles Stormwater Maintenance Association, Inc. (District Manager will participate as well)
- District Manager will contact the Toscana Isles Stormwater Maintenance Association, Inc. to make them aware of this reporting requirement and that their assistance and information will be needed
- ETA on starting the work on the Stormwater & Wastewater 20-Year Needs Analyses is January 2022
- **District Manager will contact the CDD solicitor to determine which Toscana Isles entity (CDD, Master HOA, or SWM Association) should be responsible for funding the Needs Analysis**
- Jeff Sweater will speak to this topic at the November 10th CDD board meeting

Please feel free to add to and/or clarify the notes I listed above, and if possible provide by this Friday, October 22. Your responses will be part of the information we have in the agenda package for the November meeting.

Best regards,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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www.whhassociates.com

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Cindy Cerbone

From: Jeffrey Sweater, PE <jwsweater@elagroup.com>
Sent: Monday, October 11, 2021 3:40 PM
To: Cindy Cerbone; Jeff Sweater (jsweater@toscanaislescdd.net)
Subject: RE: Toscana Isles CDD and 20 year needs analysis

Yes,

I'm free both days/times. So please select whatever works best for you or the rest of the team.

Jeff



JEFFREY SWEATER, PE
Director: Water/Wastewater Engineering
T: (941) 374-3930
M: (717) 468-6078
LITITZ | STATE COLLEGE | BUTLER

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From: Cindy Cerbone <cerbonec@whhassociates.com>
Sent: Monday, October 11, 2021 3:26 PM
To: Jeff Sweater (jsweater@toscanaislescdd.net) <jwsweater@toscanaislescdd.net>
Subject: FW: Toscana Isles CDD and 20 year needs analysis

Jeff,

Would next Tuesday work for you and if so what's the best time or would next Wednesday at 10:30 work for you?

Thank you,

Cindy

Cindy Cerbone
District Manager
E-Mail: cerbonec@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: (877)276-0889
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Wrathell, Hunt and Associates, LLC

From: Shawn Leins <sleins@amengfl.com>
Sent: Monday, October 11, 2021 3:20 PM
To: Cindy Cerbone <cerbonec@whassociates.com>
Cc: Jeff Sweater (<jsweater@toscanaislescdd.net> <jsweater@toscanaislescdd.net>); Jamie Sanchez <sanchezj@whassociates.com>; Daniel Rom <romd@whassociates.com>; Erin Childers <echilders@amengfl.com>
Subject: RE: Toscana Isles CDD and 20 year needs analysis

I am available next Tuesday all day and next Wednesday morning

D. SHAWN LEINS, PE
PRESIDENT
AM ENGINEERING, LLC
8340 CONSUMER COURT
SARASOTA, FL 34240

941-377-9178 EXT 202
941-378-3786 (FAX)

From: Cindy Cerbone <cerbonec@whassociates.com>
Sent: Monday, October 11, 2021 12:17 PM
To: Shawn Leins <sleins@amengfl.com>
Cc: Jeff Sweater (<jsweater@toscanaislescdd.net> <jsweater@toscanaislescdd.net>); Jamie Sanchez <sanchezj@whassociates.com>; Daniel Rom <romd@whassociates.com>
Subject: Toscana Isles CDD and 20 year needs analysis

Shawn,

Good afternoon!

I wanted to touch base regarding the new legislation re: 20 year needs analysis re: stormwater facilities .

I have copied one of the Toscana Isles CDD board members on this email, Jeff Sweater, as well as my 2 co-workers Jamie and Daniel. At the last CDD meeting, the board agreed to have one of the board members, Jeff Sweater, be the point person for learning more about this and participating with the district engineer and district manager in the preparation of this analysis. At Toscana Isles, I know we will also need the help of the Stormwater Association as well.

With that said, it might be a good idea to get started sooner rather than later on this and have a kick off call, so if you would provide some days and times in the next few weeks that would work for a conference call with all of us, please send that over and I will coordinate.

Thank you,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

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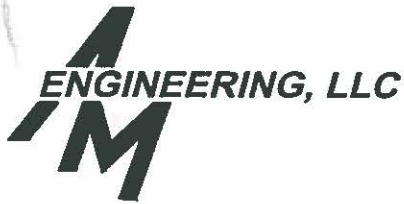
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Wrathell, Hunt and Associates, LLC



Civil Engineering | Land Surveying

8340 Consumer Court Sarasota, FL 34240
Phone: (941) 377-9178 | Fax: (941) 378-3786
www.amengfl.com

October 26, 2021

Via E-Mail: cerbonec@whhassociates.com

Ms. Cindy Cerbone
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431

RE: STORMWATER NEEDS ANALYSIS – TOSCANA ISLES
AME JOB – VANG0015CDD

Dear Cindy:

The Additional Services will cover the following:

1. Toscana Isles Stormwater Needs Analysis – \$10,000.
 - a. 20 Year Needs Analyses as required per the Office of Economic & Demographic Research The Florida Legislature Stormwater & Wastewater 20-year Needs Analysis template (attached as Exhibit "A").

Respectfully

AM ENGINEERING, LLC



D. Shawn Leins, P.E.
President

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

8

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 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 |
|-------------------------------------|-----------------|--|--|--|--|--------------------------------|
| ASSETS | | | | | | |
| Cash | \$ 367 | \$ - | \$ - | \$ - | \$ - | \$ 367 |
| Investments | | | | | | |
| Reserve | - | 710,480 | 856,885 | - | - | 1,567,365 |
| Interest | - | - | 2 | - | - | 2 |
| Prepayment | - | 3,397 | 18 | - | - | 3,415 |
| Revenue | - | 593,910 | 666,592 | - | - | 1,260,502 |
| Construction | - | - | - | 1 | 1,137,154 | 1,137,155 |
| Due from debt service fund | 426 | - | - | - | - | 426 |
| Due from other | 150 | - | - | - | - | 150 |
| Prepaid expense | 7,246 | - | - | - | - | 7,246 |
| Total assets | <u>\$ 8,189</u> | <u>\$1,307,787</u> | <u>\$1,523,497</u> | <u>\$ 1</u> | <u>\$ 1,137,154</u> | <u>\$ 3,976,628</u> |
| LIABILITIES | | | | | | |
| Liabilities: | | | | | | |
| Accounts payable | \$ 875 | \$ - | \$ - | \$ - | \$ - | \$ 875 |
| Contracts payable | - | - | - | - | 47,852 | 47,852 |
| Retainage payable | - | - | - | - | 49,709 | 49,709 |
| Due to Developer | 2,500 | - | - | - | - | 2,500 |
| Due to general fund | - | 425 | - | - | - | 425 |
| Taxes payable | 184 | - | - | - | - | 184 |
| Total liabilities | <u>3,559</u> | <u>425</u> | <u>-</u> | <u>-</u> | <u>97,561</u> | <u>101,545</u> |
| FUND BALANCES | | | | | | |
| Restricted for: | | | | | | |
| Debt service | - | 1,307,362 | 1,523,497 | - | - | 2,830,859 |
| Capital projects | - | - | - | 1 | 1,039,593 | 1,039,594 |
| Unassigned | 4,630 | - | - | - | - | 4,630 |
| Total fund balances | <u>4,630</u> | <u>1,307,362</u> | <u>1,523,497</u> | <u>1</u> | <u>1,039,593</u> | <u>3,875,083</u> |
| Total liabilities and fund balances | <u>\$ 8,189</u> | <u>\$1,307,787</u> | <u>\$1,523,497</u> | <u>\$ 1</u> | <u>\$ 1,137,154</u> | <u>\$ 3,976,628</u> |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ - | \$ 38,861 | \$ 38,533 | 101% |
| Assessment levy: off-roll | - | 63,744 | 63,744 | 100% |
| Interest and miscellaneous | - | 20 | - | N/A |
| Total revenues | <u>-</u> | <u>102,625</u> | <u>102,277</u> | 100% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisor's fees | 400 | 3,600 | - | N/A |
| FICA | 31 | 275 | - | N/A |
| Management/accounting/recording | 3,537 | 42,448 | 42,448 | 100% |
| Debt service fund accounting | 625 | 7,500 | 7,500 | 100% |
| Legal | 4,045 | 33,953 | 15,000 | 226% |
| Engineering | - | - | 1,000 | 0% |
| Audit | - | 3,900 | 4,400 | 89% |
| Arbitrage rebate calculation | - | - | 750 | 0% |
| Dissemination agent | 167 | 2,000 | 2,000 | 100% |
| Trustee | - | 10,236 | 10,236 | 100% |
| Telephone | 17 | 200 | 200 | 100% |
| Postage | 20 | 149 | 500 | 30% |
| Printing & binding | 42 | 500 | 500 | 100% |
| Legal advertising | - | 589 | 1,200 | 49% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 7,000 | 7,275 | 96% |
| Contingencies/bank charges | 303 | 2,040 | 500 | 408% |
| Website | - | - | 705 | 0% |
| ADA website compliance | 199 | 409 | 210 | 195% |
| Developer refunds | 72 | 72 | - | N/A |
| Tax collector | - | 580 | 602 | 96% |
| Total expenditures | <u>9,458</u> | <u>115,626</u> | <u>95,201</u> | 121% |
| Excess/(deficiency) of revenues over/(under) expenditures | (9,458) | (13,001) | 7,076 | |
| Fund balances - beginning | 14,088 | 17,631 | 23,600 | |
| Assigned | | | | |
| Three months working capital | 29,106 | 29,106 | 29,106 | |
| Unassigned | (24,476) | (24,476) | 1,570 | |
| Fund balances - ending | <u>\$ 4,630</u> | <u>\$ 4,630</u> | <u>\$ 30,676</u> | |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

| | Current Month | Year To Date | Budget | % of Budget |
|--|---------------------|---------------------|---------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ - | \$ 791,503 | \$ 788,697 | 100% |
| Interest | 7 | 78 | - | N/A |
| Total revenues | <u>7</u> | <u>791,581</u> | <u>788,697</u> | 100% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | 175,000 | 175,000 | 100% |
| Principal prepayment | - | 40,000 | - | N/A |
| Interest | - | 579,931 | 581,156 | 100% |
| Tax collector | - | 11,813 | 12,323 | 96% |
| Developer refunds | 426 | 426 | - | N/A |
| Total expenditures | <u>426</u> | <u>807,170</u> | <u>768,479</u> | 105% |
| Excess/(deficiency) of revenues over/(under) expenditures | (419) | (15,589) | 20,218 | |
| Fund balances - beginning | 1,307,781 | 1,322,951 | 1,276,257 | |
| Fund balances - ending | <u>\$ 1,307,362</u> | <u>\$ 1,307,362</u> | <u>\$ 1,296,475</u> | |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

| | Current Month | Year To Date | Budget | % of Budget |
|--|---------------------|---------------------|---------------------|----------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ 587,153 | \$ 1,028,069 | \$ 1,140,600 | 90% |
| Assessment prepayments | - | 1,045,119 | - | N/A |
| Lot closing | - | 38,196 | - | N/A |
| Interest | 17 | 336 | - | N/A |
| Total revenues | <u>587,170</u> | <u>2,111,720</u> | <u>1,140,600</u> | 185% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | 250,000 | 250,000 | 100% |
| Principal prepayment | - | 1,025,000 | - | N/A |
| Interest | - | 899,707 | 886,069 | 102% |
| Total expenditures | <u>-</u> | <u>2,174,707</u> | <u>1,136,069</u> | 191% |
| Excess/(deficiency) of revenues over/(under) expenditures | 587,170 | (62,987) | 4,531 | |
| Fund balances - beginning | 936,327 | 1,586,484 | 1,585,445 | |
| Fund balances - ending | <u>\$ 1,523,497</u> | <u>\$ 1,523,497</u> | <u>\$ 1,589,976</u> | |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2014
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | \$ - | \$ - |
| Total revenues | - | - |
| EXPENDITURES | - | - |
| 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 SEPTEMBER 30, 2021**

| | Current Month | Year To Date |
|--|----------------------|----------------------|
| | <u> </u> | <u> </u> |
| REVENUES | | |
| Interest | \$ 21 | \$ 852 |
| Total revenues | <u>21</u> | <u>852</u> |
| EXPENDITURES | | |
| Capital outlay | <u>62,274</u> | <u>3,145,874</u> |
| Total expenditures | <u>62,274</u> | <u>3,145,874</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (62,253) | (3,145,022) |
| Fund balances - beginning | <u>1,101,846</u> | <u>4,184,615</u> |
| Fund balances - ending | <u>\$ 1,039,593</u> | <u>\$ 1,039,593</u> |

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9

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 September 22, 2021, at 12:00 p.m, at Comfort Suites Sarasota – Siesta Key, 5690 Honore Avenue, Sarasota, Florida 34233.

Present were:

| | |
|-----------------|---------------------|
| Alex Hays | Chair |
| Brian Watson | Vice Chair |
| Daniel Peshkin | Assistant Secretary |
| Jeffrey Sweater | Assistant Secretary |
| Michael LaBoe | Assistant Secretary |

Also present were:

| | |
|----------------------------|--|
| Cindy Cerbone | District Manager |
| Jamie Sanchez | Wrathell, Hunt and Associates, LLC (WHA) |
| Daniel Rom (via telephone) | Wrathell, Hunt and Associates, LLC (WHA) |
| Vanessa Steinerts | District Counsel |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 12:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

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

Ms. Cerbone 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]

There were no public comments.

CONSENT AGENDA ITEMS [5 minutes]

Ms. Cerbone presented the following Consent Agenda Items:

42 **FOURTH ORDER OF BUSINESS**

Discussion: Requisition(s)

43

44 **A. No. 333, AM Engineering, LLC [\$4,238.75]**

45 **B. No. 334, Guy’s Hauling & Dumpster Service, Inc. [\$95.00]**

46 **C. No. 335, Nostalgic Lampposts & Mailboxes Plus, Inc. [\$185.00]**

47 **D. No. 336, Pennuto Underground Cable and Conduit, Inc. [\$5,641.00]**

48 **E. No. 337, Precision Gate & Security, Inc. [\$3,475.00]**

49 **F. No. 338, Prestige Sod Service, Inc. [\$21,508.00]**

50 **G. No. 339, LALP Development, LLC [\$298.56]**

51 **H. No. 340, Guy’s Hauling & Dumpster, Inc. [\$516.79]**

52 **I. No. 341, Nostalgic Lampposts & Mailboxes Plus, Inc. [\$490.00]**

53 **J. No. 342, Moore’s Grading, Inc. [\$5,500.00]**

54

55 **FIFTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial
Statements as of August 31, 2021

56

57

58

59 **SIXTH ORDER OF BUSINESS**

Approval of August 9, 2021 Regular
Meeting Minutes

60

61

62

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

66

67

68 **BUSINESS ITEMS**

69 **SEVENTH ORDER OF BUSINESS**

Discussion/Ranking of Responses to
Request for Proposals to Apply Second Lift
of Asphalt [20 minutes]

70

71

72

73 **A. Proof/Affidavit of Publication**

74 The proof of publication was provided for informational purposes.

75 **B. RFP Package (*upon request*)**

76 Ms. Cerbone stated that copies of the Request for Proposals (RFP) Package were
77 available for Board Members in need of one. Discussion ensued regarding the agenda and RFP
78 documentation. Ms. Cerbone provided contact information for Staff members who may assist
79 with mail and email issues.

80 **C. Respondents (to be provided under separate cover)**

81 Ms. Cerbone stated there were two respondents but the Ajax Paving Industries of
82 Florida, LLC (Ajax) proposal was incomplete and not signed. Ajax advised Management that
83 they wanted to respond but, because they did not have time to submit the complete proposal,
84 the portions that were completed were submitted to meet the deadline.

85 Ms. Steinerts stated, as it stands now, the Ajax proposal is not a full bid proposal so,
86 technically, it would not be considered a responsive bid proposal. The Board may reject the
87 incomplete proposal for not being responsive or waive any irregularities for all proposals in
88 order to be fair to all respondents. Discussion ensued regarding the respondents, whether to
89 waive the irregularities and the RFP processes.

90

91 **On MOTION by Mr. Watson and seconded by Mr. Hays, with Mr. Hays, Mr.**
92 **Watson, Mr. Peshkin and Mr. Sweater in favor and Mr. LaBoe dissenting,**
93 **waiving the irregularities with the Ajax bid in order to proceed with ranking the**
94 **bidders, was approved. [Motion passed 4-1]**

95

96

97 **D. Ranking**

98 The Board discussed the respondents and completed the Evaluation/Ranking sheets.
99 Ms. Cerbone recorded the totals. Discussion ensued regarding the tabulation process. Ms.
100 Sanchez tabulated the totals.

101 Ms. Cerbone stated the highest ranked respondent was Superior Asphalt.

102

103 **On MOTION by Mr. Sweater and seconded by Mr. Hays, with Mr. Hays, Mr.**
104 **Watson, Mr. Peshkin and Mr. Sweater in favor and Mr. LaBoe dissenting,**
105 **authorizing District Counsel and Staff to prepare and negotiate a Form of**
106 **Agreement with Superior Asphalt, the highest ranked respondent, to apply the**
107 **second lift of asphalt and authorizing the Chair to execute the Agreement, was**
108 **approved. [Motion passed 4-1]**

109

110

111 **EIGHTH ORDER OF BUSINESS**

112

113

114

115

116

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

117 Ms. Cerbone stated when the Third Amendment to the Agreement was processed, it
118 included insurance provisions; a certificate of insurance named the CDD as an additional
119 insured by the Master Association and by the Stormwater Association and the CDD in return
120 named both of those Associations as additional insureds. After review, the CDD's insurance
121 provider Egis stated, based on the Agreement and the services provided, they would not name
122 the two Associations as additional insureds because it is not typical in such situations. With
123 advice of District Counsel, the language included in the Amendment was modified accordingly.

124 Mr. Watson believed that Section 1 should have a mutual indemnification. Ms. Steinerts
125 discussed the rationale for the revisions to the contractual indemnification language. Mr.
126 Watson suggested tabling this item pending further discussion with the Associations, given
127 previous discussions and the need for the Associations to review the Amendment. The
128 consensus was for Mr. Watson to work with Ms. Steinerts and Egis regarding the Amendment.

129

130 **NINTH ORDER OF BUSINESS**

STAFF REPORTS [5 minutes]

131

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

133 Ms. Steinerts discussed the Florida Legislature's recently enacted requirement that a
134 detailed 20-year Stormwater Management Needs Analysis be submitted to the County every
135 five years beginning June 2022. Ms. Cerbone stated she would discuss this action item with the
136 District Engineer; this would likely be presented at the March meeting before submission in
137 June. Discussion ensued regarding the scope of work and the desire for the Board to review the
138 Analysis prior to submission. Ms. Steinerts stated she would forward the statutory information
139 to the Board. Ms. Cerbone stated that the CDD would need to work with the Stormwater
140 Management Association with regard to the Needs Analysis.

141

142 **On MOTION by Mr. Hays and seconded by Mr. Peshkin, with Mr. Hays, Mr.**
143 **Watson, Mr. Peshkin and Mr. Sweater in favor and Mr. LaBoe dissenting,**
144 **authorizing Staff to work with Mr. Sweater, as point of contact for developing**
145 **the Stormwater Management Needs Analysis, was approved. [Motion passed**
146 **4-1]**

147

148

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

150

There was no report.

- 151 ▪ **Discussion/Ranking of Responses to Request for Proposals to Apply Second Lift of**
- 152 **Asphalt**

153 **Discussion resumed.**

154 Ms. Cerbone stated the tallying was completed. The total points awarded were as
155 follows:

156 Ajax Paving Industries of Florida, LLC: 372 points

157 Superior Asphalt: 441 points

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

- 159 • **NEXT MEETING DATE: October 27, 2021 at 10:00 A.M., Offices of Vanguard**
- 160 **Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238**

- 161 ○ **QUORUM CHECK**

162 The next meeting will be held on October 27, 2021, at the new meeting location.

163

164 **TENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests [5**
 165 **minutes]**

166

167 A Board Member asked if there are plans for the County to study the roads in the same
 168 manner as the stormwater management system. Ms. Steinerts stated it is possible but she had
 169 not heard of any similar study requirements relating to roads.

170

171 **ELEVENTH ORDER OF BUSINESS** **Public Comments [10 minutes]**

172

173 There were no public comments.

174

175 **TWELFTH ORDER OF BUSINESS** **Adjournment**

176

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

178

179 **On MOTION by Mr. Watson and seconded by Mr. Peshkin, with all in favor, the**
 180 **meeting adjourned at 12:49 a.m.**

181

182

183

184

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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FOURTH AMENDMENT TO THE MAINTENANCE AGREEMENT

THIS AMENDMENT is made effective as of this ___ day of _____, 2021, 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, as amended on August 16, 2017, December 17, 2018, and June 29, 2021 (collectively 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.

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 following provision shall be deleted from the Maintenance Agreement:

“The District shall indemnify, defend, and save harmless Contractor, its agents, and employees from and against all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused by the negligence of the District, its agents, servants or employees arising from this contract or its performance.”

2. The insurance provisions shall be amended as follows:

Contractor ~~and District~~ shall maintain the following insurance coverages for all work under this Agreement:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all Contractor’s policies of liability insurance ~~and Contractor shall be~~

~~named as the Insurance Certificate Holder and shall be named as an additional insured on all District's policies of liability insurance.~~

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 above written.

WITNESSES:

PARTIES:

Witness 1

TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT

Witness 2

Name: _____
Chair/Vice Chair, Board of Supervisors

Witness 1

TOSCANA ISLES MASTER
ASSOCIATION, INC.

Witness 2

By: _____
Its: _____

Witness 1

TOSCANA ISLES STORMWATER
MAINTENANCE ASSOCIATION, INC.

Witness 2

By: _____
Its: _____

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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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

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