

TOSCANA ISLES

COMMUNITY DEVELOPMENT DISTRICT

February 5, 2025

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

January 29, 2025

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

Board of Supervisors
Toscana Isles Community Development District

Dear Board Members:

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on February 5, 2025 at 10:00 a.m, at the Toscana Isles Amenity Center, 100 Maraviya Blvd, Venice, Florida 34275. The agenda is as follows:

1. Call to Order/Roll Call
2. Continued Discussion: Resolution 2021-05, Policies Regarding the Conduct of Meetings of the Board
3. Administration of Oath of Office to Newly Elected Supervisors [James Collins - Seat 2, Michael Traczuk - Seat 4] *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consider Appointment of Qualified Elector to Fill Vacant Seat 5; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
6. Approval of November 6, 2024 Regular Meeting Minutes

7. Chairman's Opening Remarks
8. Public Comments
9. Consideration of AREHNA Engineering, Inc. Proposal 24-271 for Geotechnical Engineering Services
10. Update: Correspondence from Becker & Poliakoff Regarding D.R. Horton Construction Defects
11. Update: Street Signage Communication to HOA
12. Acceptance of Unaudited Financial Statements as of December 31, 2024
13. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *AM Engineering, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 5, 2025 at 10:00 AM

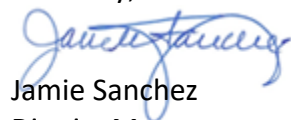
○ QUORUM CHECK

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

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 512-9027.

Sincerely,



Jamie Sanchez
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES REGARDING THE CONDUCT OF MEETINGS OF THE BOARD AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District owns and maintains numerous common areas within its boundaries, and the District is governed by the Toscana Isles Community Development District Board of Supervisors (the “**Board**”); and

WHEREAS, the Board desires to adopt policies with respect to meetings of the Board.

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

Section 1. Board of Supervisors Meeting Policies. The Board hereby adopts the following policies for the conduct of Board meetings:

- a) Board Supervisors and members of the public shall use respectful tones and words when they are addressing the Board, the public, or District Staff.
- b) Board Supervisors and members of the public should avoid repetitive or redundant questions or comments.
- c) Questions, comments, and other communications may not be directed to an individual, but rather should be addressed to the meeting chairperson and should relate to agenda items and discussion topics.
- d) District Staff will record any questions raised at the meeting and will provide a response at a subsequent Board meeting after District staff has had time to research the question.
- e) Degrading, uncomplimentary, or disrespectful remarks about an individual in any way may result in the adjournment of the Board meeting.
- f) Agenda items or discussion topics must pertain to District business.
- g) The Board meeting should be limited to one hour unless the Board votes to extend the time limit of the Board meeting. Time frames for discussion for each agenda item will be provided by the District Manager on the agenda. Unless approved by the Board, the time period allotted to each agenda item shall be followed, with remaining time at the conclusion of a meeting being made available to address topics which were not concluded during the meeting. Agenda items not concluded at a meeting shall be addressed at the following Board meeting.
- h) Agenda items should be submitted to the District Manager nine days prior to the Board meeting date.

- i) Questions based on agenda items should be provided to the District Manager at least two business days in advance of the Board meeting to allow for time to prepare a response. Time permitting, responses may be available at the Board meeting, otherwise questions and corresponding responses will be deferred until the following Board meeting

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED AS OF THE 27TH DAY OF JANUARY, 2021.

Attest:



Name: Daniel Rom
Assistant Secretary

**Toscana Isles Community
Development District**



Alex Hays
Chair of the Board of Supervisors

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective February 5, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 5, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 5th day of February, 2025.

ATTEST:

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

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 November 6, 2024 at 10:00 a.m., at the Toscana Isles Amenity Center, 100 Maraviya Blvd, Venice, Florida 34275.

Present were:

Scott Blaser	Chair
William Contardo	Vice Chair
Paul Schmitt	Assistant Secretary
James Collins	Assistant Secretary
Michael Traczuk	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Vivek Babbar (via telephone)	District Counsel
Dennis Koroll	Resident
Sue Perry	Resident
Anthony Nicholas	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:01 a.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

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

Mr. Blaser reviewed the Rules and Policies regarding conducting CDD meetings prior to the commencement of the meeting.

THIRD ORDER OF BUSINESS

**Approval of October 2, 2024 Regular
Meeting Minutes**

Ms. Sanchez stated that she received edits to the October 2, 2024 Regular Meeting Minutes.

The following changes were made:

Line 109: Delete "He polled the Board on whether to proceed after litigation."

Line 192: Insert "of the small bridge" after "on the southwest corner"

On MOTION by Mr. Blaser and seconded by Mr. Schmitt, with all in favor, the October 2, 2024 Regular Meeting Minutes, as amended, were approved.

FOURTH ORDER OF BUSINESS

Chairman's Opening Remarks

Mr. Blaser asked if there is interest in scheduling a meeting with the CDD's Insurance Agent and the HOA Property Manager to review and ensure there are no overlaps or gaps in coverage, since the HOA maintains certain CDD-owned assets.

Ms. Sanchez read portions of the Insurance Advisor's email response and willingness to review the CDD's policy and explain coverage and typical CDD exposures.

Discussion ensued regarding the purposes of the CDD and HOA Insurance Agents attending the same meeting, a meeting date and obtaining a quote to insure the CDD's street signs.

It was noted that the CDD typically obtains General Liability and Public Officers' insurance.

The Board consensus was to invite the CDD and POA Insurance Agents to the February 5, 2025 CDD meeting.

FIFTH ORDER OF BUSINESS

Public Comments

Resident Dennis Koroll spoke on behalf of Mr. Jeff Munzing, who is asking if it would be wise for the HOA to budget funds to inspect the pipes periodically, since he believes the City is not transparent as to what the actual scope of the annual inspections entails. He thinks the foliage coming from the road is due to a clogged stormwater system. Mr. Koroll suggested asking if this would reduce the insurance rate.

Resident Sue Perry stated that she is in favor of the CDD and HOA Insurance Agents attending the same meeting. She asked for the CDD's Insurance company information and offered to provide the HOA's Insurance company's contact information to Ms. Sanchez.

Ms. Sanchez stated that the CDD's Insurance carrier is Egis Insurance and Risk Advisors, Florida Insurance Alliance.

SIXTH ORDER OF BUSINESS

Update: Correspondence from Becker & Poliakoff Regarding D.R. Horton Construction Defects

The Becker & Poliakoff April 2, 2024 letter regarding D.R. Horton construction defects was included for informational purposes.

Ms. Sanchez recalled the decision at the last meeting to not respond to the letter until construction is completed. She noted the following:

- Staff continues to gather information from residents regarding defects; she received 48 emails in total, as of this morning; last month's count was 44.
- She is having difficulty obtaining proposals from the three Geotechnical Engineers she contacted.

Mr. Traczuk stated that all five engineering firms he contacted believe it would be a conflict of interest to get involved in a litigation matter. He is waiting for Mr. Scott Stephenson, of Mott MacDonald, who acquired The Kercher Group, to provide firm recommendations. He stated that Mr. Stephenson advised him to obtain a second opinion and that core samples should be taken from the various roads, especially where water is rising from the ground. He thinks the additional core samples might not have been taken in the correct area and that this might be common because the water levels are high.

Ms. Sanchez stated she will email the proposals upon receipt.

Mr. Contardo voiced concern about the CDD's transparency and that homeowner postings about defects that have yet to be confirmed could potentially negatively affect property values.

Mr. Blazer circulated a photograph of the road divot of which a resident asked the CDD's help in getting repaired. He added this area and three other areas that he identified to the

103 construction damage list. Ms. Sanchez stated that Mr. and Mrs. Yates are snow birds and were
104 not aware of the issue until their return.

105 Mr. Schmitt stated there is a crack in the 4' retaining wall near the front gate. He was
106 asked to provide the location to Ms. Sanchez so that ownership can be determined.

107 This item will remain on the agenda.

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109 **SEVENTH ORDER OF BUSINESS**

**Update: Street Signage Communication to
HOA**

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112 Ms. Sanchez recapped the communications between the CDD and HOA, from October 2,
113 2024 to November 4, 2024, regarding the directive from the last meeting to advise the HOA to
114 replace the previously installed missing street signs; specifically, the six safety-related signs. All
115 emails were forwarded to the Board.

116 Board Members voiced their thoughts and suggestions regarding determining the CDD's
117 next step, taking into consideration that the HOA Board is transitioning to a new Board.

118 It was noted that the HOA has this item on its November 12, 2024 agenda.

119 The overall consensus was for the District Engineer to verify what signs are missing and
120 obtain three quotes from the same vendor to install temporary signs, if allowed, and to replace
121 just the safety related signs and to replace all the missing signs.

122 Mr. Blaser asked Mr. Babbar if the CDD can seek reimbursement from the HOA if the CDD
123 funded the project.

124 Mr. Babbar stated that, from a legal standpoint and to avoid incurring liabilities for the
125 CDD, the community or his firm, he recommends that the CDD obtain the proposals and submit
126 them to the HOA and ask for the HOA install the missing CDD signage by November 30, 2024.

127 Ms. Sanchez asked Mr. Contardo for pictures of the temporary stop signs that were
128 installed. She will provide the Master Association General Manager with the language to e-blast
129 asking residents to drive cautiously, given the recent hurricane and missing street signs.

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131 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,
Declaring a Vacancy in Seat 5 of the Board
of Supervisors Pursuant to Section**

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**190.006(3)(B), Florida Statutes; and
Providing for Severability and an Effective
Date**

Ms. Sanchez presented Resolution 2025-01. Although Mr. Schmitt did not run to retain his seat during the candidate qualifying period, and currently sits as a holdover Board Member until the Seat is filled, expressed interest in filling Seat 5, once it is declared vacant. The Board can nominate Mr. Schmitt or another Qualified Elector to fill the vacant seat at the December meeting. She stated that she did not receive emails from any other residents interested in being appointed to the Board.

On MOTION by Mr. Contardo and seconded by Mr. Blaser, with all in favor, Resolution 2025-01, Declaring a Vacancy in Seat 5 of the Board of Supervisors Pursuant to Section 190.006(3)(B), Florida Statutes; and Providing for Severability and an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of September 30, 2024**

On MOTION by Mr. Contardo and seconded by Mr. Schmitt, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Straley Robin Vericker**
- B. District Engineer: AM Engineering, LLC**
- C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no District Counsel, District Engineer or District Manager reports.

- **NEXT MEETING DATE: December 4, 2024 at 10:00 AM**

- **QUORUM CHECK**

The next meeting will be on December 4, 2024, unless cancelled.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Schmitt discussed various activities performed to determine lake levels and opined that, based on the District Engineer's information, the weir is functioning as designed. The only concern now is the recovery time after a major storm event.

Mr. Blaser opined that the weir is functioning adequately, under normal rainfall conditions, but the CDD should factor in exceptions with the rainfall and outside sources. Given there are a lot of external components affecting the CDD, he suggests residents address their concerns to the City and County Planning and Zoning Board and that a CDD Board Member attend the City and County meetings to convey these concerns.

TWELFTH ORDER OF BUSINESS**Public Comments**

Resident Anthony Nicholas suggested researching the ability to retrofit street signs to prevent losses during a hurricane. Ms. Sanchez stated the CDD signs must meet the Florida Department of Transportation (FDOT) standards, which they do.

Ms. Perry asked if the CDD or HOA owns the weir. Mr. Blaser stated neither entity own the weirs. Ms. Perry suggested the CDD look into the pipe, as she believes water is flowing from 7-Eleven, under Knights Trail and into the retention pond.

Mr. Koroll asked who owns the weirs. Ms. Sanchez stated that she will research ownership. It was noted that the HOA only has the right-of-way (ROW) to maintain the weirs and the CDD has no rights. Mr. Koroll stated that the South Florida Water Management District (SFWMD) Engineer advised him that the only way to get SFWMD to address concerns is to engage an Engineer to perform a study that concludes that something needs to be done to the stormwater system. He recalled that, at the CDD's last meeting, the Board approved funds to repair the retaining wall.

Ms. Sanchez stated that the only information she found is that the weir is privately owned.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

There being nothing further to discuss, the meeting adjourned at 11:40 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

9

November 26, 2024

Jamie Sanchez
Wrathell, Hunt Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431

Via Email: sanchezj@whhassociates.com

Subject: Proposal for Geotechnical Engineering Services
Toscana Isles CDD
Maraviya Boulevard and Toscavilla Boulevard
Venice, Florida
AREHNA B.Prop-24-271

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Description

The project site is located at Toscana Isles in Venice, Florida. We understand that cracking within the existing roadway and curbs have been observed. A site visit has been requested to determine if the cracking observed is natural deterioration or deficiencies during construction. After reviewing the report provided, we recommend a field exploration consisting of pavement cores within the distressed areas roadway and the curb and gutters to evaluate the thickness and subgrade material. We assume no permits or maintenance of traffic will be required other than placing signs/cones around each work area.

Scope of Services

- Engineering Site Inspection.
- Review of site photographs.
- Review of available Plans.
- Provide geotechnical recommendations, as needed.
- Perform six pavement cores with hand auger borings to a depth of approximately 5 feet or auger refusal within existing pavement section.
- Dynamic Cone Penetrometer (DCP) will be performed at each pavement core location. The hand auger borings will be backfilled with soil cutting and the roadway will be patched with asphalt cold patch.
- Results of the field exploration and recommendations will be presented in a written letter report signed and sealed by a professional engineer specializing in geotechnical engineering.

Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The site visit and fieldwork should require approximately one day each to complete, weather and access permitting. Our signed and sealed report should be available approximately three weeks after completion of the fieldwork.

Service Fee

We propose to complete our geotechnical engineering services including site visit and field exploration for a lump sum fee of \$8,800.00. If only a site visit is required (no cores or borings), we can perform the scope for \$3,500.

The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,
AREHNA Engineering, Inc.



Andy Tao, P.E.
Geotechnical Engineer



Kevin M. Hill, P.E., PMP
Senior Geotechnical Engineer

Attachments: Work Order





Project Name ("Project"): Toscana Isles CDD

Proposal No. ("Proposal"): B.Prop-24-271

Date of Proposal: 11/26/2024

Project Location ("Site"): Maraviya Boulevard and Toscavilla Boulevard, Venice, Florida

Client: Wrathell, Hunt Associates, LLC

Client Address: 2300 Glades Road #410W

Boca Raton, FL 33431

Scope of Services: Please refer to the attached Proposal, which is incorporated herein by reference.

In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

1. **STANDARD OF CARE.** AREHNA will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of AREHNA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against AREHNA with respect to the Services to be performed by AREHNA must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

2. **OPINIONS OR ESTIMATES OF COST.** If included in the Services, AREHNA will provide estimates of the cost of materials, remediation or construction based on AREHNA's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

3. **PAYMENT.** Client will pay AREHNA for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. AREHNA's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of AREHNA's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. AREHNA may suspend the performance of Services when any invoice is past due.

4. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF AREHNA, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR AREHNA'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO AREHNA BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER. Client acknowledges that (i) without the inclusion of this limitation of liability provision, AREHNA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of AREHNA under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, AREHNA's liability and (v) it has received special consideration of ten dollars (\$10) for this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

5. **INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

6. **SITE OPERATIONS.** If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by AREHNA's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnitees from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnitees.

7. **SITE RESPONSIBILITY.** Client will provide AREHNA with access to the Site and all available Site information deemed necessary by AREHNA. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AREHNA. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. AREHNA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AREHNA is not responsible for safety or security at the Site, other than for AREHNA's employees, and that AREHNA does not have the right or duty to stop the work of others.

8. **SAMPLES AND WASTES.** Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs AREHNA to retain any samples, AREHNA will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. AREHNA reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents (collectively, "Contaminants"), AREHNA, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, AREHNA will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnitees from and against all Liabilities arising from the Indemnitees handling of such samples, wastes, soils or materials, except to the extent of AREHNA's negligence or willful violation of any applicable law.

9. UNANTICIPATED CONDITIONS. Client will inform AREHNA in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or AREHNA's equipment or personnel prior to commencement of the Services. Should AREHNA encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in AREHNA's performance of the Services, upon notice to Client, AREHNA, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or AREHNA's equipment or personnel, AREHNA will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold AREHNA harmless if AREHNA provides such notice.

10. EXCUSABLE DELAY. AREHNA will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of AREHNA. In the event of any such delay, AREHNA will be entitled to an extension of the time to put performance of the Services back on schedule, and AREHNA will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

11. ENVIRONMENTAL INDEMNITY. Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by AREHNA.

12. TERM AND TERMINATION. The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to AREHNA. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. AREHNA will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

13. DISPUTE RESOLUTION. The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution. If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

14. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that AREHNA may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

15. SURVIVAL. All of Client's and AREHNA's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, and AREHNA's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

16. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

17. NO CONSTRUCTION AGAINST THE DRAFTER. Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

18. INTEGRATION. This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of law principles.

AREHNA Engineering, Inc.

Wrathell, Hunt Associates, LLC

Signature of Authorized AREHNA Representative

Signature of Authorized Client Representative

Print Name and Title

Print Name and Title

Date

Date

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

10

Mark J. Stempler
Office Managing Shareholder
Board Certified Construction Lawyer
AAA Arbitrator
Phone: 561.820.2884 Fax: 561.832.8987
mstempler@beckerlawyers.com



Becker & Poliakoff
625 N. Flagler Drive
7th Floor
West Palm Beach, FL 33401

April 2, 2024

Via Electronic Mail
vbabbar@srvlegal.com

Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, FL 33606

Re: Toscana Isles Community Development District
Response to Correspondence (dated February 14, 2024)
Our File No.: D06090.415152

Dear Mr. Babbar:

The undersigned law firm represents D.R. Horton, Inc. ("D.R. Horton") concerning the Toscana Isles Community. We have been provided your letter dated February 14, 2024, concerning alleged damage to roadways, curbing, and sidewalks.

D.R. Horton denies that there are construction defect issues related to, "materials used, installation issues, or possibly both" as stated in your correspondence. Please advise what concerns are being raised about the concrete material, or specific installation issues. Further, it is not clear where all the alleged defects are located, based on your letter and the report from AM Engineering, LLC dated October 23, 2023. D.R. Horton, however, commits to working with the Toscana Isles Community Development District on these issues. D.R. Horton requests an opportunity to inspect the property and have someone from the CDD identify all areas alleged to have problems. A representative from the Toscana Isles association can accompany an inspection as well. Following the inspection, D.R. Horton will determine what areas, if any, are needed to be repaired and will make those repairs.

D.R. Horton is in the process of constructing homes and improvements within the Toscana Isles Community. It would be prudent for D.R. Horton to complete its work and then make the repairs it determines are required, since some or all of the alleged areas may be where D.R. Horton is currently working. It can make any and all repairs at one time.

Toscana Isles Community Development District
Vivek K. Babbar, Esq.
Page 2

Please provide dates and times when D.R. Horton can inspect the areas subject of your correspondence. D.R. Horton reserves all rights, and nothing herein shall be construed as a waiver of any defenses, claims, or otherwise concerning these issues.

We look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Mark J. Stempler".

Mark J. Stempler
For the Firm

MJS2/lb

cc: D.R. Horton, Inc.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Total Governmental Funds
ASSETS				
Cash	\$1,177,655	\$ -	\$ -	\$ 1,177,655
Investments				
Reserve	-	710,363	801,431	1,511,794
Prepayment	-	17,182	757	17,939
Revenue	-	523,465	479,967	1,003,432
Due from general fund	-	418,584	580,185	998,769
Total assets	<u>\$1,177,655</u>	<u>\$1,669,594</u>	<u>\$1,862,340</u>	<u>\$ 4,709,589</u>
LIABILITIES				
Liabilities:				
Due to debt service fund 2014	\$ 418,584	\$ -	\$ -	\$ 418,584
Due to debt service fund 2018	580,185	-	-	580,185
Taxes payable	275	-	-	275
Total liabilities	<u>999,044</u>	<u>-</u>	<u>-</u>	<u>999,044</u>
FUND BALANCES				
Restricted for:				
Debt service	-	1,669,594	1,862,340	3,531,934
Assigned				
Three months working capital	44,945	-	-	44,945
Unassigned	133,666	-	-	133,666
Total fund balances	<u>178,611</u>	<u>1,669,594</u>	<u>1,862,340</u>	<u>3,710,545</u>
Total liabilities and fund balances	<u>\$ 1,177,655</u>	<u>\$ 1,669,594</u>	<u>\$ 1,862,340</u>	<u>\$ 4,709,589</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 75,930	\$ 108,113	\$ 140,076	77%
Interest and miscellaneous	8	10	-	N/A
Total revenues	<u>75,938</u>	<u>108,123</u>	<u>140,076</u>	77%
EXPENDITURES				
Professional & administrative				
Supervisor's fees	-	1,800	12,000	15%
FICA	-	138	918	15%
Management/accounting/recording	3,643	10,930	43,721	25%
Debt service fund accounting	644	1,931	7,725	25%
Legal	888	888	36,000	2%
Engineering	-	1,045	5,000	21%
Geotechnical Engineering	-	-	10,000	0%
Audit	-	-	4,400	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	500	2,000	25%
Trustee	-	-	11,236	0%
Telephone	17	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,200	0%
Annual special district fee	-	175	175	100%
Insurance	-	8,931	9,900	90%
Contingencies/bank charges	30	95	1,000	10%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional & administrative	<u>5,431</u>	<u>27,313</u>	<u>147,890</u>	18%
Other fees & charges				
Tax collector	<u>1,139</u>	<u>1,622</u>	<u>2,189</u>	74%
Total other fees & charges	<u>1,139</u>	<u>1,622</u>	<u>2,189</u>	74%
Total expenditures	<u>6,570</u>	<u>28,935</u>	<u>150,079</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	69,368	79,188	(10,003)	
Fund balances - beginning	109,243	99,423	76,953	
Assigned				
Three months working capital	44,945	44,945	44,945	
Unassigned	133,666	133,666	22,005	
Fund balances - ending	<u>\$ 178,611</u>	<u>\$ 178,611</u>	<u>\$ 66,950</u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 424,959	\$ 605,079	\$ 785,537	77%
Interest	3,789	15,682	-	N/A
Total revenues	<u>428,748</u>	<u>620,761</u>	<u>785,537</u>	79%
EXPENDITURES				
Principal	-	215,000	215,000	100%
Interest	-	270,163	534,144	51%
Tax collector	6,375	9,076	12,274	74%
Total expenditures	<u>6,375</u>	<u>494,239</u>	<u>761,418</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	422,373	126,522	24,119	
Fund balances - beginning	<u>1,247,221</u>	<u>1,543,072</u>	<u>1,477,160</u>	
Fund balances - ending	<u><u>\$ 1,669,594</u></u>	<u><u>\$ 1,669,594</u></u>	<u><u>\$ 1,501,279</u></u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 589,020	\$ 838,679	\$ 1,086,623	77%
Interest	3,884	17,650	-	N/A
Total revenues	<u>592,904</u>	<u>856,329</u>	<u>1,086,623</u>	79%
EXPENDITURES				
Principal	-	275,000	275,000	100%
Interest	-	395,097	783,319	50%
Tax collector	8,835	12,580	16,978	74%
Total expenditures	<u>8,835</u>	<u>682,677</u>	<u>1,075,297</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	584,069	173,652	11,326	
Fund balances - beginning	<u>1,278,271</u>	<u>1,688,688</u>	<u>1,629,258</u>	
Fund balances - ending	<u><u>\$ 1,862,340</u></u>	<u><u>\$ 1,862,340</u></u>	<u><u>\$ 1,640,584</u></u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Toscana Isles Amenity Center, 100 Maraviya Blvd, Venice, Florida 34275</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2024	Regular Meeting	10:00 AM
November 6, 2024	Regular Meeting	10:00 AM
December 4, 2024 CANCELED	Regular Meeting	10:00 AM
February 5, 2025	Regular Meeting	10:00 AM
March 5, 2025	Regular Meeting	10:00 AM
April 2, 2025	Regular Meeting	10:00 AM
May 7, 2025	Regular Meeting	10:00 AM
June 4, 2025	Regular Meeting	10:00 AM
July 2, 2025	Regular Meeting	10:00 AM
August 6, 2025	Regular Meeting	10:00 AM
September 3, 2025	Regular Meeting	10:00 AM