TOSCANA ISLES

COMMUNITY DEVELOPMENT

DISTRICT

May 7, 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

April 30, 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 May 7, 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. Approval of March 5, 2025 Regular Meeting Minutes
- 4. Chairman's Opening Remarks
- 5. Public Comments
- 6. Discussion: AREHNA | Engineering, Inc., Report of Geotechnical Exploration [Toscana Isles Pavement Investigation]
- 7. Consideration of Resolution 2025-03, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 8. Update: Correspondence from Becker & Poliakoff Regarding D.R. Horton Construction Defects
- 9. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 10. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: AM Engineering, LLC

Board of Supervisors Toscana Isles Community Development District May 7, 2025, Regular Meeting Agenda Page 2

- C. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: June 4, 2025 at 10:00 AM [Presentation of FY2026 Proposed Budget]
 - QUORUM CHECK

SEAT 1	WILLIAM CONTARDO	In-Person	PHONE	No
SEAT 2	JAMES COLLINS	In-Person	PHONE	No
SEAT 3	SCOTT BLASER	☐ In-Person	PHONE	No
SEAT 4	MICHAEL TRACZUK	☐ In-Person	PHONE	☐ No
SEAT 5	Paul Schmitt	In-Person	PHONE	No

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. 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

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

<u>Section 2</u>. This Resolution shall become effective immediately upon its adoption.

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

Attest:

Name: Danie
Assistant Secretary

Toscana Isles Community Development District

Alex Hays

Chair of the Board of Supervisors

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

		DIMIT
1	M	IINUTES OF MEETING
2		TOSCANA ISLES
3	COMMUN	IITY DEVELOPMENT DISTRICT
4		
5	The Board of Supervisors of th	ne Toscana Isles Community Development District held a
6	Regular Meeting on March 5, 2025 a	at 10:00 a.m., at the Toscana Isles Amenity Center, 100
7	Maraviya Blvd, Venice, Florida 34275.	The agenda is as follows:
8		
9 10	Present:	
11	Scott Blaser	Chair
12	James Collins	Assistant Secretary
13	Michael Traczuk	Assistant Secretary Assistant Secretary
13 14	Paul Schmitt	•
15	Paul Schillitt	Assistant Secretary
16	Also present:	
17	•	
18	Jamie Sanchez	District Manager
19	Mark Grimmel	Egis Insurance and Risk Advisors
20	Hunter Redinger	Egis Insurance and Risk Advisors
21	Chrissy Hermann	Shepherd Insurance
22	Angela Smtih	Shepherd Insurance
23	Diane Jochum	Resident and Master HOA Board Member
24	Dennis Koroll	Resident
25	Joe Perry	Resident
26	Sue Perry	Resident
27	Tom Hart	Resident
28	Other Residents	Resident
29	Other Residents	
30	The names of all attendees, re	sidents and/or members of the public are not included in
31	these meeting minutes. If the person	did not identify themselves, their name was inaudible or
32	their name did not appear in the mee	ting notes or on an attendee sign in sheet, the name was
33	not listed.	
34		
35	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
36		
37	Mr. Blaser called the meeting t	to order at 10:03 a.m. He reviewed portions of Resolution
38	2021-05 related to the Rules and Polic	ies for conducting CDD meetings.
39	Supervisors Blaser, Collins, Sch	mitt and Traczuk were present. Supervisors Contardo was
40	not present.	

	TOSCANA ISLES CDD	DRAFT March 5, 2025
42 43 44 45	SECOND ORDER OF BUSINESS	Continued Discussion: Resolution 2021-05, Policies Regarding the Conduct of Meetings of the Board
46 47	Mr. Blaser addressed this during the	First Order of Business.
48 49 50	THIRD ORDER OF BUSINESS	Approval of February 5, 2025 Regular Meeting Minutes
51	Regarding topic on line 106, Mr. Bla	ser stated he had nothing to report other than he
52	emailed questions to HOA Board relative to	questions they should ask their insurance broker.
53	Regarding topic on Line 129, Ms. Sa	inchez stated she did not receive a map from Ms.
54	Jochum but did exchange emails with her.	
55	The following changes were made:	
56	Line 151: Delete "with one"	
57	Line 168: Replace "all" with "some of	<i>"</i>
58	Line 215: Delete "so the CDD can be	completed"
59		
60 61 62	<u> </u>	conded by Mr. Collins, with all in favor, the linutes, as amended, were approved.
63 64 65	FOURTH ORDER OF BUSINESS	Chairman's Opening Remarks
66	Mr. Blaser stated his opening remark	s match what he said at the opening of the meeting
67	regarding the Rules and Policies on conducti	ng CDD meetings.
68		
69 70	FIFTH ORDER OF BUSINESS	Public Comments
71	A resident asked for the Engineer's of	conclusion after his review of the Shoreline Erosion
72	Study discussed at a prior meeting. Mr. Blase	er stated it will be addressed during the Tenth Order
73	of Business.	
74	The meeting recessed at 10:13 a.m.	and reconvened at 10:15 a.m.
75		
76 77	SIXTH ORDER OF BUSINESS	Presentation: Egis Insurance

TOSCANA ISLES CDD DRAFT March 5, 2025

Egis Insurance and Risk Advisors representative Hunter Redinger introduced the President of Egis Insurance and Risk Advisors and Director of Florida Insurance Alliance, Mr. Mark Grimmel. He gave a PowerPoint presentation outlining his company, its position as the Toscana Isles CDD's insurance agent since 2014. The current CDD policy is insured by Florida Insurance Alliance, which was founded in 2011 and was created by and for CDDs to provide property and casualty insurance and risk management services.

Mr. Redinger and Mr. Grimmel reviewed the current CDD policy, explained coverage and typical CDD exposures, the types of claims paid since then and the property insurance proposals for Fiscal Year 2026. Both responded to questions regarding defending lawsuits, types of lawsuits and considering transferring responsibility for CDD-owned property from the HOA back to the CDD, etc.

Discussion ensued regarding adding coverage to replace decorative street signs and road and sidewalk debris removal.

Ms. Sanchez asked if the Board wants her to provide two proposed Fiscal Year 2026 budgets; one that includes Geotechnical Engineering services and one without. The Board replied affirmatively. Mr. Blaser stated that he thinks the CDD should have property insurance on its own property. Another Board Member agreed and another voiced concern about overlapping or gaps in coverage. Mr. Blaser stated he will address the concerns with the HOA.

SEVENTH ORDER OF BUSINESS

Presentation: Master Association Insurance Coverage

Shepherd Insurance representative Chrissy Hermann stated she worked with Sebastian on the Toscana Isles Master Association and the stormwater maintenance insurance policies. She distributed and presented a document outlining her company and the Toscana Isles Master Association "Property" insurance policy, which covers property, general liability, directors and officers, brokers and other coverages.

Ms. Hermann reviewed the Master Association's current policy and explained the coverage and typical exposures. Cincinnati Insurance insures everything except that Tyler Hill Agency insures the property, which is based on the property appraisal in March 2024 and the dock, which is insured by Cincinnati Specialty, not Cincinnati Insurance. She compared the insurance rates and noted both firms have similar deductibles. She responded to questions about the general liability policy.

TOSCANA ISLES CDD	DRAFT	March 5, 202
I OSCANA ISLES CDD	ואסוס	IVIAICII J. 20

Mr. Schmitt asked why the HOA insurance carrier did not cover the HOA on the Wisdom Properties lawsuit, which named the CDD, Developer and HOA, when the CDD's insurance carrier did. He suggested the HOA engage the CDD's insurance agent. Ms. Sanchez stated she distributed the Insurance Carrier Adjuster's letter explaining why the HOA was not covered, which was emailed to the Board. Ms. Hermann offered to provide quotes from other insurance carriers. Ms. Hermann stated the HOA was not covered because the contract regarding the easement was made between the Developer, not the HOA. She responded to questions related to various scenarios and whether legal fees would be covered, if the HOA is named in a frivolous lawsuit.

Mr. Blaser stated that the CDD Board recommends the HOA review its DNO policy and look for changes in that policy. Ms. Jochum stated it will be done.

Regarding a suggestion to remove the dock, Mr. Blaser stated he is not in favor of that; he wants to add another kayak addition to the dock.

EIGHTH 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.

Mr. Traczuk had no update.

Mr. Blaser stated he asked the resident to add a plot plan to the email Mr. Traczuk and Ms. Sanchez were copied on. Ms. Sanchez stated that Mr. Traczuk replied to all 50 resident emails individually; the Geotechnical Engineer will be on site this Friday.

This item will remain on the agenda.

NINETH ORDER OF BUSINESS Update: Street Signage Communication to HOA

Ms. Jochum, on behalf of the HOA, stated that all the missing safety-related stop signs and most of the street signs were installed over the last two weeks; the project is about 85% completed.

Mr. Blaser agreed to remove this item from future agendas with the caveat that an insurance quote for signage is on the next agenda.

4 4 5		ANA ISLES CDD	DRAFT	March 5, 2025
145 146	IENI	H ORDER OF BUSINESS	Discussion: Shore	ine Erosion
147		Ms. Sanchez stated that, per her em	ail to the Board, the CDD	Maintenance Agreement
148	with t	he HOA covers repairs and maintenance	e, so the CDD would be res	sponsible for any shoreline
149	erosio	on. She has not received any commu	nication highlighting spe	cific erosion locations on
150	privat	e property to which residents are refer	ring.	
151		Mr. Blaser stated he confirmed with D	District Counsel that, even	if the land moves, it is not
152	an iss	sue for the CDD. If the HOA decides i	t wants to initiate a mo	re permanent prevention
153	meas	ure, as opposed to filling in dirt each yea	ar, it will be the HOA's res	ponsibility, as it is not part
154	of the	e Maintenance Agreement. He sugges	sted speaking to the HO	A about having the CDD
155	mitiga	ate, due to the CDD's ability, as a gover	nmental entity to issue b	onds, as it would be more
156	cost e	effective. Ms. Sanchez stated that, in ot	her CDDs she manages, a	bout \$150,000 per year is
157	built i	nto the budget to cover large erosion re	epairs.	
158		Discussion ensued regarding the CD	D assessing homeowner	s if it issues bonds to do
159	mitiga	ation to improve the lake and the Distr	ict Engineer confirming t	ne intent was not to build
160	the se	eawall all the way around the lake.		
161		The Board consensus was not to pro	ceed with the suggestion	of mitigation to improve
162	the la	ke.		
163		This item will be removed from future	e agendas.	
164				
165 166	ELEVE	ENTH ORDER OF BUSINESS	Acceptance of Statements as of J	Unaudited Financial lanuary 31, 2025
167 168		On MOTION by Mr. Schmitt and sec	onded by Mr. Collins, wi	th all in favor, the
169		Unaudited Financial Statements as o		· · · · · · · · · · · · · · · · · · ·
170				
171 172	TWEL	FTH ORDER OF BUSINESS	Staff Reports	
173	_		•	
174	A.	District Counsel: Straley Robin Verick		
175	В.	District Engineer: AM Engineering, LI		
176	C.	District Manager: Wrathell, Hunt and	Associates, LLC	
177		There were no reports.		
178		 NEXT MEETING DATE: April 2. 	2025 at 10:00 AM	

QUORUM CHECK

The next meeting will be on April 2, 2025, unless cancelled.

Mr. <u>Collins</u> asked for the Geotechnical Engineer to present his Report and for the District Engineer to attend the same meeting.

THIRTEENTH ORDER OF BUSINESS

Mr. Blaser asked when the road, sidewalk and curb inspections with D.R. Horton will occur. Ms. Sanchez stated it will be scheduled after the Geotechnical Engineering Report is issued. Mr. Traczuk stated it will be scheduled once the core sample results from the various roads are in.

Mr. Traczuk stated D.R. Horton repaired eight to ten sidewalks deemed to be trip hazards without notifying the CDD or HOA. He asked if insurance would cover litigation against D.R. Horton if they decided not to repair any road, curb and/or sidewalk construction defects at the guardhouse. Mr. Blaser replied no.

FOURTEENTH ORDER OF BUSINESS

Public Comments

Board Members' Comments/Requests

Resident and Master HOA Board Member Diane Jochum stated that D.R. Horton had the sidewalks repaired but did not repair the frame. In her opinion, there is still a tripping hazard. She suggested the Geotechnical Engineer also inspect the sidewalks and curbs. Mr. Blaser stated that the inspection is to review property damage, not construction defects.

Ms. Jochum stated that the HOA received three shoreline repair options from the County. She asked the Board to consider taking on the project of installing six or seven seawalls, asked how much each homeowner's assessment might increase, and asked if would help to install riprap and dirt.

Discussion ensued regarding the HOA's lack of funds to do proper repairs before the upcoming hurricane season, two additional residents who want to install a seawall, setting precedent, applying a lump sum or multi-year assessment, installing a silt fence before the upcoming hurricane season and a suggestion to approach D.R. Horton or the Developer.

Resident Sue Perry stated that she forwarded the Report from Ms. Sanchez outlining CDD-owned property to Mr. Blaser. She voiced concern about the condition of the bridges and was surprised that the debris removal and flood insurance cannot be used for the riprap that Hurricane Ian damaged. Mr. Blaser reiterated that the CDD is responsible for the lake.

	TOSCANA ISLES CDD	DRAFT Ma	arch 5, 2025		
213	Ms. Perry stated she hope	es the CDD and HOA Boards review the insurance li	ne items, as		
214	she thinks there is overlap at the	e guard house, the perimeter wall and the entrance	e gates. Mr		
215	Blaser stated the CDD and HOA will review and make sure all the properties are covered.				
216	Resident Dennis Koroll sta	ated that he does not think the District Engineer sho	ould inspect		
217	the roads with the Geotechnical E	Engineer. Ms. Sanchez stated the request was for bot	th Engineers		
218	to attend the next meeting.				
219	Discussion ensued regard	ing the Geotechnical Engineer's project scope, the o	decision not		
220	to invite Mr. Leins to the next mee	eting and clarifying CDD-owned improvements for M	1r. Redinger		
221					
222 223	FIFTEENTH ORDER OF BUSINESS	Adjournment			
224 225	On MOTION by Mr. Blase meeting adjourned at 12:	er and seconded by Mr. Traczuk, with all in favor, :12 p.m.	, the		
226					
227					
228 229					
230					
231	[SIGNATU	RES APPEAR ON THE FOLLOWING PAGE]			

	TOSCANA ISLES CDD	DRAFT	March 5, 2025
232			
233			
234			
235			
236	Secretary/Assistant Secretary	Chair/Vice Chair	

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

6



REPORT OF GEOTECHNICAL EXPLORATION

TOSCANA ISLES PAVEMENT INVESTIGATION VENICE, FLORIDA

AREHNA PROJECT NO. B-25-030 APRIL 14, 2025

Prepared For: **Wrathell, Hunt Associates, LLC** 2300 Glades Road #410W Boca Raton, Florida 33431

Prepared By: **AREHNA Engineering, Inc.** 5012 West Lemon Street Tampa, Florida 3360







April 14, 2025

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

Subject: **Report of Geotechnical Exploration**

Toscana Isles Pavement Investigation

Venice, Florida

AREHNA Project B-25-030

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Proposal B.Prop-24-271.REV dated March 13, 2025. The purpose of our geotechnical study was to obtain information on the general subsurface conditions and provide pavement recommendations including determination of the possible causes of the pavement distress.

This report presents our analyses and recommendations and our understanding of the project, an outline of our exploratory procedures, summary of field and laboratory data obtained as well as our general recommendations for repair.

AREHNA appreciates the opportunity to have assisted BCC Engineering on this project. Should you have any questions with regards to this report, or if we can be of any further assistance, please contact this office.

Best Regards,

AREHNA ENGINEERING, INC.

FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 28410

This item has been digitally signed and sealed by:

Andy Tao 16:48:08

-04'00'

2025.04.14

Andy Tao, P.E.

Senior Geotechnical Engineer

Florida Registration 88520

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Sean Seibert, E.I. **Engineering Intern**





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LIST OF APPENDICES

APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1 Boring Location Plan – Sheet 2 Soil Boring Profiles – Sheet 3

APPENDIX B

Summary of USDA Soil Survey – Table 1 Summary of Laboratory Core Evaluations – Table 2 Summary of DCP Test Results – Table 3 Graph of DCP Test Results Field and Laboratory Procedures

APPENDIX C

Pavement Core Photo Sheets



1.0 PROJECT INFORMATION AND SCOPE OF WORK

1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project is located at Toscana Isles in Venice, Florida. The project consists of evaluating the potential causes of the cracking within the existing roadways and curbs. Pavement cracking and occasional depressions have formed in the existing pavement and paver areas. Pavement cores with hand augers and Dynamic Cone Penetrometer (DCP) tests have been requested to evaluate the existing pavement and subgrade conditions before proceeding with repairs.

1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Existing pavement and base layer thicknesses.
- Evaluation of likely cause(s) for the reported distress.
- General geotechnical recommendations for the proposed pavement improvements.

The following services were performed to achieve the above-outlined objectives:

- Conducted site reconnaissance and mark core locations.
- Requested utility location services from Sunshine811.
- Performed eight (8) pavement cores with hand auger borings through each core hole to a depth of up to 4 to 5 feet within existing pavement section.
- Performed eight (8) Dynamic Cone Penetrometer (DCP) tests to a depth of about 4 to 5 feet through each core hole location to evaluate shallow subgrade relative densities.
- Visually classified and stratified soil samples obtained in the hand auger borings and pavement using the USCS Soil Classification System.
- Reported the results of the field exploration. The results of the subsurface exploration are presented in this written letter report signed by a professional engineer specializing in geotechnical engineering.



2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 FIELD EXPLORATION

Our scope included eight (8) Pavement Cores with corresponding hand auger borings and Dynamic Cone Penetrometer (DCP) tests in distressed areas of the existing subject pavement area. The eight cores (PC-01 through PC-08) were selected during an initial site visit at locations of observed distress along Ravello Blvd., Toscavilla Blvd., Maraviya Blvd., Vinadio Blvd., Palestro St., and Ventosa Pl. within the Toscana Isles community complex. Two of the core locations (PC-01 and PC-04) were anticipated to be within existing paver areas of crosswalks along Ravello Blvd. and Toscavilla Blvd. However, during the field work the pavers were too difficult to remove without damaging the pavers. Pavement cores were done adjacent to the crosswalks in locations near the observed distress. Core PC-05C was planned to be performed on the bridge along Maraviya Blvd., however the pavers were too difficult to remove without damaging. Core PC-05 was moved to the pavement south of the bridge in any area showing distress.

The pavement cores were performed with the use of a 6-inch inside diameter core bit. Upon completion, the asphalt was patched with asphalt cold patch and left level with the surrounding pavement grade and the asphalt pavement cores were transported to our laboratory where they were further examined, measured, and photographed by an engineer.

Dynamic Cone Penetrometer (DCP) tests were performed at the pavement core locations (prior to augering) to determine the relative soil density of the subgrade soils. DCP blow counts were recorded at 2-inch intervals and converted to estimated equivalent LBR percentage. DCP results are provided on **Table 3** in **Appendix B** including graphs showing DCP results (equivalent LBR percentage versus depth) for comparison purposes.

The hand auger borings were performed in the pavement core locations to depths of 4 to 5 feet below the existing pavement surface by manually advancing a 3-inch diameter, 6-inch-long sampler into the soil until the sampler was full. The sampler was then retrieved and the soils in the sampler were removed and visually classified. The soil sampling was performed in general accordance with ASTM Test Designation D-1452, entitled "Soil Investigation and Sampling by Auger Borings." Representative portions of these soil samples were sealed in glass jars, labeled and transferred to AREHNA's Tampa Office for appropriate classification. Boreholes were backfilled with auger spoils and the pavement was patched using cold patch asphalt after the borings were completed.

The approximate core/boring locations and approximate core/boring coordinates are provided on the **Boring Location Plan, Sheet 2** in **Appendix A**. The soil profiles are on the **Soil Boring Profiles, Sheet 3** in **Appendix A**. The borings were located in the field by using GPS Coordinates. The **Pavement Core Photographs** in **Appendix C** show the approximate locations of the cores/borings.



3.0 SITE AND SUBSURFACE CONDITIONS

3.1 USGS TOPOGRAPHIC DATA

The topographic survey map published by the United States Geological Survey was reviewed for ground surface features at the proposed project location (**USGS Vicinity Map** in **Appendix A**). Based on this review, natural ground surface elevations at the project site are approximately EL. +10 to +20 feet National Geodetic Vertical Datum of 1929 (NGVD 29). These elevations may not account for fill added for the existing pavement section.

3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for this area was reviewed subsurface features at the proposed project location. This survey indicates that there are three soil types at the project site. A summary of the USDA soil type is provided on **Table 1** in **Appendix B**. It should be noted that these soil types are mostly fill (or made land) that has been altered by earthmoving equipment. The Soil Survey reports that the soil types in this area generally consist of sandy soils with varying amounts of fines content (A-3, A-2-4).

3.3 SUBSURFACE CONDITIONS

A pictorial representation of the subsurface conditions encountered in the borings is shown on the **Soil Boring Profiles, Sheet 3** in **Appendix A** The following soil conditions highlight the general subsurface stratification. When reviewing the boring records, it should be understood that soil conditions may vary between, and away from, boring locations.

The pavement cores and hand auger borings (PC-01 through P-08) encountered asphalt thicknesses of 1.4 to 2.4 inches followed by base material thicknesses between 6 to 11.8 inches. The base materials consisted of sand and shell. **Table 2** in **Appendix B** provides details of the pavement section at each core location. Below the base materials, the borings generally encountered sands with varying amounts of fines contents (A-3, A-2-4) to depths of up to 5 feet below pavement grades.

3.4 GROUNDWATER CONDITIONS

The groundwater level was not encountered in the borings performed. Fluctuation in groundwater levels should be expected due to seasonal climatic changes, construction activity, rainfall variations, surface water runoff, tidal variations and other site-specific factors.



3.5 ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

The Seasonal High Water Table (SHWT) is the highest average depth of soil saturation during the wet season in a normal year. The procedures for estimating SHWT include an examination of county soil surveys, field verification by observation, and identification of indicators within the soil profile. The hand auger borings were performed during the dry season however, at this site, the water table is controlled by the water level in the ponds. Based on the information obtained from the field investigation and our experience in the area, we estimate the seasonal high water table to be at a depth of approximately 2.5±0.5 feet.

3.6 SOIL DENSITY – DCP RESULTS

Eight (8) Dynamic Cone Penetrometer (DCP) tests were performed at the pavement core locations, PC-01 through PC-08. A summary table presenting the DCP test results and corresponding Limerock Bearing Ratio (LBR) values at each core location is presented on **Table 3** in **Appendix B**. We note boring PC-05C encountered hard material (possibly a rock), at depths of 22 inches. The following interval of 22 to 24 inches was hand augered past due to DCP refusal.

In general, the LBR values varied from about 1 to 93. We would typically expect well compacted sand to be approximately LBR 20 (20%). The soil density was loosest in boring PC-04, with LBR Values ranging between 1 to 56. Generally, the soil density is greatest at shallower depths (compacted) and is looser at deeper depths. However, there was some loose soil encountered directly below the bottom of the base material. Densities were not measured within the base material.



4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 GENERAL

In general, the existing subgrade soils below the existing asphalt pavement and base materials generally consisted of sands with minimal fines content (A-3). We did not find evidence of voids in the shallow soils, although there were a few locations and depths with some very loose subgrade soils. Generally, the pavement issues appear to be due to poor quality of road base, improper subgrade compaction, and failure of the asphalt pavement itself.

Hand auger borings (PC-01 through 08) generally encountered sand directly below the existing pavement and base material section. The subgrade appears to be relatively looser beginning at depths between 2 and 3.5 feet below the existing pavement grade across the project site. This may cause deformation as loads pass over the pavement section causing the pavement to crack over time. Cores PC-02, PC-03, PC-05C, PC-06, and PC-08 had full depth cracks of the pavement cracks of pavement.

Cores PC-01 and PC-04 were performed just outside of the crosswalks that where pavers experiencing cracking and depressions. The subgrade in these locations appeared to be relatively loose beginning at depths of 2.5 and 2 feet below the existing pavement grades, respectively. These areas are mostly likely cracking due to failures of the pavers themselves due to loads passing over the crosswalk. The depressions are mostly likely due to the loose subgrade.

Core PC-07 was performed in the cul-de-sac where the pavement appeared to be rough around an existing manhole. Core PC-07 encountered relatively loose subgrade beginning at a depth of 2.5 feet below the existing pavement grade. The surficial pavement damage is mostly likely due to improper compaction during installation of the manhole.

In general, there is an issue with the pavement base material. A mix of sand and shell is not proper base material. As it currently exists, it acts more like a stabilized subgrade, which is weaker than standard base material. Likely, as it was originally installed, it was a layer of thin shell (without sand). Shell can be a good base material, but it needs to be separated from the sand subgrade with a fabric or other barrier material to prevent sand mixing with the shell. When the soil gets saturated, sand will migrate into voids in the shell, which both weakens the base material and loosens the subgrade due to soil loss. This mixing of the sand and shell occurs unevenly throughout the site, causing seemingly random cracks and occasional minor depressions, as we see here.

4.2 PAVEMENT REPAIR CONSIDERATIONS

Pavement repair options will depend on the budget available. The best, but most expensive option, is full pavement section replacement, including the base material. Otherwise, less expensive options include milling and resurfacing and replacing just the asphalt (and re-compact the existing base).



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Relatively loose subgrade material was encountered below depths between 2 and 3.5 feet below the existing pavement grades. To reduce cracking in the future, any fill soils should consist of reasonably clean fine sands (inorganic, non-plastic sands containing less than 10 percent material passing the No. 200 mesh sieve) which would be SP or SP-SM in USCS classification or A-3 in AASHTO classification. At the base of the excavation (if the pavement is removed), the soil should be compacted to at least 98% of the maximum dry density Modified Proctor (ASTM D-1557).

Additionally, many of the locations appear to be failures of the asphalt pavement itself. If only milling and resurfacing, to improve the longevity if the pavement, the existing pavement should be milled to depths of 1 to 2 inches (depending on the asphalt thickness in each area) and resurfaced. For new flexible pavements, we recommend a minimum of 2 inches of asphalt and 10 inches of crushed concrete (LBR 150) base (limerock is not recommended due to moisture concerns). Stabilized subgrade is not required as long as the subgrade soil is compacted to 98% of Modified Proctor.

If the asphalt and base materials are not replaced, additional maintenance should be anticipated due to ongoing minor cracking and small depressions due to the poor condition of the base material and loose subgrade conditions.



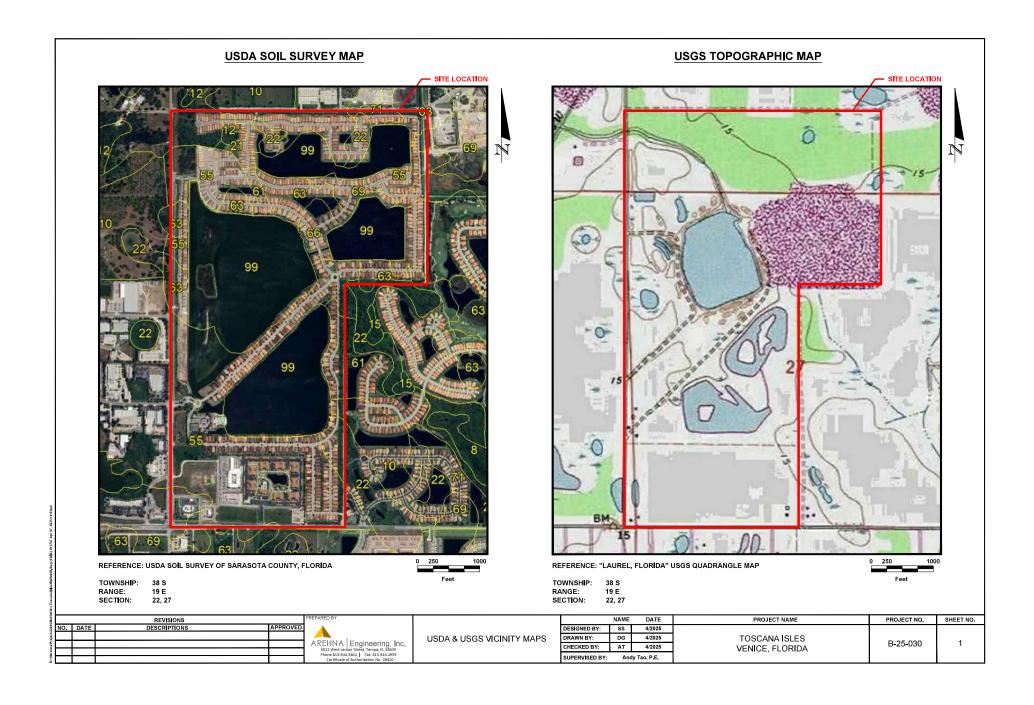
5.0 BASIS FOR RECOMMENDATIONS

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions may be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. AREHNA is not responsible for the conclusions, opinions or recommendations made by others based on the data presented in this report.



APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1 Boring Location Plan – Sheet s Soil Boring Profiles – Sheet 3



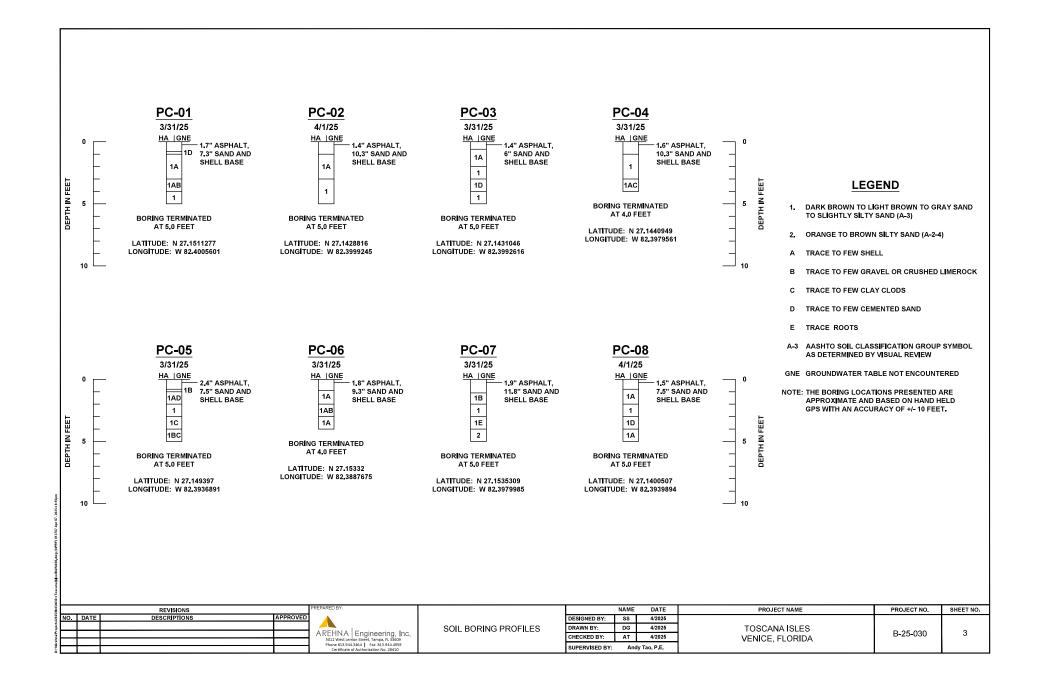


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	AREHNA Engineering, Inc.
	5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959
	Certificate of Authorization No. 28410
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BORING LOCATION PLAN

	NAME	DATE	PROJECT NAME	PROJECT NO.	SHEET NO.
DESIGNED BY:	SS	4/2025			
DRAWN BY:	DG	4/2025	TOSCANA ISLES	D 05 000	١ ۾
CHECKED BY:	AT	4/2025	VENICE, FLORIDA	B-25-030	2
SUPERVISED BY:	And	ly Tao, P.E.	, ,		
	DESIGNED BY: DRAWN BY: CHECKED BY: SUPERVISED BY:	DESIGNED BY: SS DRAWN BY: DG CHECKED BY: AT	DESIGNED BY: SS 4/2025 DRAWN BY: DG 4/2025 CHECKED BY: AT 4/2025	DESIGNED BY: SS 4/2025 DRAWN BY: DG 4/2025 CHECKED BY: AT 4/2025 TOSCANA ISLES VENICE, FLORIDA	DESIGNED BY: SS 4/2025 DRAWN BY: DG 4/2025 CHECKED BY: AT 4/2025 TOSCANA ISLES VENICE, FLORIDA B-25-030



APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Core Evaluation – Table 2
Summary of Dynamic Cone Penetrometer (DCP) Results – Table 3
Graph of DCP Results
Field and Laboratory Procedures

TABLE 1 SUMMARY OF USDA SOIL SURVEY

TOSCANA ISLES PAVEMENT INVESTIGATION VENICE, FLORIDA

AREHNA Project No. B-25-030

USDA Soil Type	Depth (inches)	USDA Soil Description	AASHTO	USCS	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
EauGiallie- Myakka fine sands-Urban land complex, 0 to 2 percent slopes (55)	See descriptions for EauGallie and Myakka soils below									
	0 - 6	Fine sand	A-2-4, A-3	SP-SM, SM	6 - 20	0.5 - 1.5	Jun - Nov	Apparent	High	High
Eaugallie	6 - 22	Fine sand	A-2-4, A-3	SP-SM, SM	6 - 20					
	22 - 44	Sand, fine sand	A-2-4, A-3	SP-SM, SM	0.6 - 2					
	44 - 48	Sand, fine sand	A-2-4, A-3	SP-SM, SM	6 - 20					
	49 - 66	Sandy loam, fine sandy loam, sandy clay loam	A-4, A-7-6, A-2-4	SC-SM, CL, SC	0.2 - 0.6					
	66 - 80	Loamy fine sand, fine sand, fine sand, fine sandy loam	A-4, A-2-4	SM	0.6 - 2					
	0 - 6	Fine sand	A-2-4, A-3	SP-SM, SM	6 - 20		Jun - Nov	Apparent	High	High
Myakka	6 - 24	Sand, fine sand	A-3, A-2-4	SP-SM, SM	6 - 20	0.5 - 1.5				
	24 - 42	Fine sand, sand, loamy fine sand	A-2-4, A-3	SP-SM, SM	2 - 6					
	42 - 60	Sand, fine sand	A-2-4, A-3	SP-SM, SM	6 - 20					
	60 - 80	Sand, fine sand	A-3, A-2-4	SP-SM, SM	6 - 20					

TABLE 1 SUMMARY OF USDA SOIL SURVEY

TOSCANA ISLES PAVEMENT INVESTIGATION VENICE, FLORIDA

AREHNA Project No. B-25-030

USDA Soil Type	Depth (inches)	USDA Soil Description	AASHTO	USCS	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Holopaw fine sand, ponded- Urban land complex, 0 to 1 percent slopes (63)	0 - 4	Fine sand	A-2-4, A-3	SP-SM, SM	6 - 20	0.0	Jul - Oct	Apparent	Moderate	Moderate
	4 - 50	Fine sand, sand	A-3, A-2-4	SP-SM, SM	6 - 20					
	50 - 66	Sandy loam, sandy clay loam, fine sandy loam	A-4, A-6, A-2-4	SC-SM, SC	2 - 6					
	66 - 80	Loamy sand, fine sand, sand, loamy fine sand	A-2-4	SC-SM, SM	6 - 20					
	0 - 18	Loamy fine sand	A-2-4	SM	2 - 6	0.0	Jul - Oct	Apparent	Moderate	Low
Manatee loamy fine sand, ponded-Urban land compex, 0 to 1 percent slopes (66)	18 - 36	Sandy loam, sandy clay loam, fine sandy loam	A-6, A-2-4, A-7-6	SC-SM, CL, SC	0.6 - 2					
	36 - 48	Sandy loam, loamy fine sand, fine sandy loam	A-2-4, A-4, A-6	SC-SM, SC, SM	0.6 - 2					
	48 - 80	Sandy loam, loamy fine sand, fine sandy loam	A-2-4, A-6, A-4	SC-SM, CL, SM	0.6 - 2					

^{*} Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas. Because the soils have been reworked, they are no longer recognized as natural soils and no data is provided.

TABLE 3 SUMMARY OF DCP TEST RESULTS

TOSCANA ISLES VENICE, FLORIDA AREHNA Project No. B-25-030

HA-01									
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR	
0	-	0.00							
2	-	2.00	2.00		2				
4	-	4.00	2.00		2				
6	-	6.00	2.00		2				
8	-	8.00	2.00		2				
10	3	10.00	2.00	0.667	2	1.333	6	8	
12	7	12.00	2.00	0.286	2	0.571	15	19	
14	4	14.00	2.00	0.500	2	1.000	8	10	
16	21	16.00	2.00	0.095	2	0.190	50	63	
18	24	18.00	2.00	0.083	2	0.167	58	73	
20	18	20.00	2.00	0.111	2	0.222	42	53	
22	28	22.00	2.00	0.071	2	0.143	69	86	
24	22	24.00	2.00	0.091	2	0.182	53	66	
26	7	26.00	2.00	0.286	2	0.571	15	19	
28	9	28.00	2.00	0.222	2	0.444	19	24	
30	12	30.00	2.00	0.167	2	0.333	27	34	
32	3	32.00	2.00	0.667	2	1.333	6	8	
34	4	34.00	2.00	0.500	2	1.000	8	10	
36	8	36.00	2.00	0.250	2	0.500	17	21	
38	6	38.00	2.00	0.333	2	0.667	12	15	
40	9	40.00	2.00	0.222	2	0.444	19	24	
42	10	42.00	2.00	0.200	2	0.400	22	28	
44	3	44.00	2.00	0.667	2	1.333	6	8	
46	6	46.00	2.00	0.333	2	0.667	12	15	
48	7	48.00	2.00	0.286	2	0.571	15	19	
50	1	50.00	2.00	2.000	2	4.000	2	3	
52	4	52.00	2.00	0.500	2	1.000	8	10	
54	3	54.00	2.00	0.667	2	1.333	6	8	
56	5	56.00	2.00	0.400	2	0.800	10	13	
58	2	58.00	2.00	1.000	2	2.000	4	5	
60	5	60.00	2.00	0.400	2	0.800	10	13	

TABLE 3 SUMMARY OF DCP TEST RESULTS

TOSCANA ISLES VENICE, FLORIDA AREHNA Project No. B-25-030

HA-02									
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR	
0	-	0.00							
2	-	2.00	2.00		2				
4	-	4.00	2.00		2				
6	-	6.00	2.00		2				
8	-	8.00	2.00		2				
10	-	10.00	2.00		2				
12	-	12.00	2.00		2				
14	8	14.00	2.00	0.250	2	0.500	17	21	
16	7	16.00	2.00	0.286	2	0.571	15	19	
18	8	18.00	2.00	0.250	2	0.500	17	21	
20	27	20.00	2.00	0.074	2	0.148	66	83	
22	25	22.00	2.00	0.080	2	0.160	61	76	
24	26	24.00	2.00	0.077	2	0.154	63	79	
26	12	26.00	2.00	0.167	2	0.333	27	34	
28	15	28.00	2.00	0.133	2	0.267	34	43	
30	17	30.00	2.00	0.118	2	0.235	39	49	
32	4	32.00	2.00	0.500	2	1.000	8	10	
34	5	34.00	2.00	0.400	2	0.800	10	13	
36	7	36.00	2.00	0.286	2	0.571	15	19	
38	3	38.00	2.00	0.667	2	1.333	6	8	
40	4	40.00	2.00	0.500	2	1.000	8	10	
42	6	42.00	2.00	0.333	2	0.667	12	15	
44	5	44.00	2.00	0.400	2	0.800	10	13	
46	4	46.00	2.00	0.500	2	1.000	8	10	
48	4	48.00	2.00	0.500	2	1.000	8	10	
50	1	50.00	2.00	2.000	2	4.000	2	3	
52	2	52.00	2.00	1.000	2	2.000	4	5	
54	3	54.00	2.00	0.667	2	1.333	6	8	
56	4	56.00	2.00	0.500	2	1.000	8	10	
58	6	58.00	2.00	0.333	2	0.667	12	15	
60	4	60.00	2.00	0.500	2	1.000	8	10	

			Н	IA-03				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	2	8.00	2.00	1.000	2	2.000	4	5
10	5	10.00	2.00	0.400	2	0.800	10	13
12	11	12.00	2.00	0.182	2	0.364	24	30
14	7	14.00	2.00	0.286	2	0.571	15	19
16	21	16.00	2.00	0.095	2	0.190	50	63
18	27	18.00	2.00	0.074	2	0.148	66	83
20	12	20.00	2.00	0.167	2	0.333	27	34
22	15	22.00	2.00	0.133	2	0.267	34	43
24	19	24.00	2.00	0.105	2	0.211	45	56
26	11	26.00	2.00	0.182	2	0.364	24	30
28	15	28.00	2.00	0.133	2	0.267	34	43
30	16	30.00	2.00	0.125	2	0.250	37	46
32	7	32.00	2.00	0.286	2	0.571	15	19
34	9	34.00	2.00	0.222	2	0.444	19	24
36	11	36.00	2.00	0.182	2	0.364	24	30
38	7	38.00	2.00	0.286	2	0.571	15	19
40	7	40.00	2.00	0.286	2	0.571	15	19
42	6	42.00	2.00	0.333	2	0.667	12	15
44	5	44.00	2.00	0.400	2	0.800	10	13
46	4	46.00	2.00	0.500	2	1.000	8	10
48	3	48.00	2.00	0.667	2	1.333	6	8
50	1	50.00	2.00	2.000	2	4.000	2	3
52	1	52.00	2.00	2.000	2	4.000	2	3
54	2	54.00	2.00	1.000	2	2.000	4	5
56	1	56.00	2.00	2.000	2	4.000	2	3
58	2	58.00	2.00	1.000	2	2.000	4	5
60	1	60.00	2.00	2.000	2	4.000	2	3

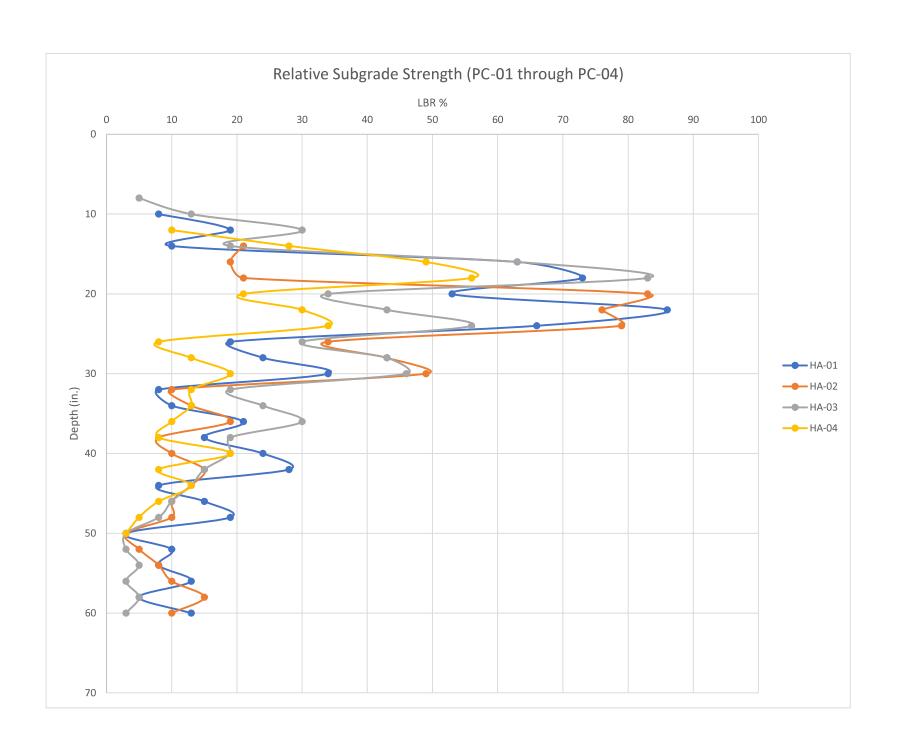
			Н	IA-04				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	-	8.00	2.00		2			
10	-	10.00	2.00		2			
12	4	12.00	2.00	0.500	2	1.000	8	10
14	10	14.00	2.00	0.200	2	0.400	22	28
16	17	16.00	2.00	0.118	2	0.235	39	49
18	19	18.00	2.00	0.105	2	0.211	45	56
20	8	20.00	2.00	0.250	2	0.500	17	21
22	11	22.00	2.00	0.182	2	0.364	24	30
24	12	24.00	2.00	0.167	2	0.333	27	34
26	3	26.00	2.00	0.667	2	1.333	6	8
28	5	28.00	2.00	0.400	2	0.800	10	13
30	7	30.00	2.00	0.286	2	0.571	15	19
32	5	32.00	2.00	0.400	2	0.800	10	13
34	5	34.00	2.00	0.400	2	0.800	10	13
36	4	36.00	2.00	0.500	2	1.000	8	10
38	3	38.00	2.00	0.667	2	1.333	6	8
40	7	40.00	2.00	0.286	2	0.571	15	19
42	3	42.00	2.00	0.667	2	1.333	6	8
44	5	44.00	2.00	0.400	2	0.800	10	13
46	3	46.00	2.00	0.667	2	1.333	6	8
48	2	48.00	2.00	1.000	2	2.000	4	5
50	1	50.00	2.00	2.000	2	4.000	2	3
52	1	52.00	2.00	2.000	3	6.000	1	1
54	3	54.00	2.00	0.667	4	2.667	3	4
56	6	56.00	2.00	0.333	5	1.667	4	5
58	9	58.00	2.00	0.222	6	1.333	6	8
60	7	60.00	2.00	0.286	7	2.000	4	5

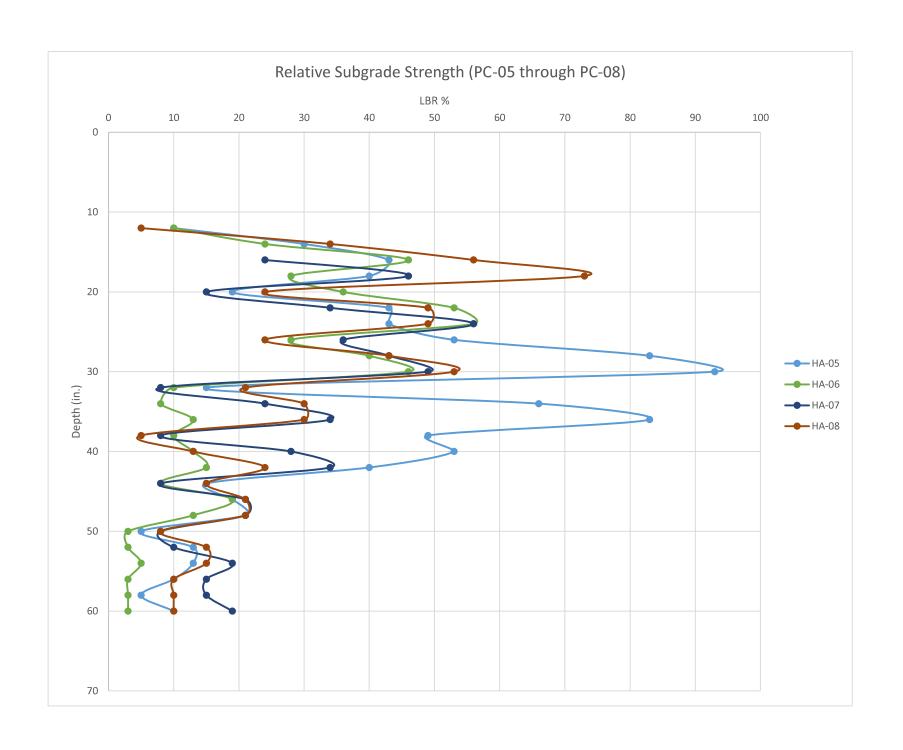
			н	IA-05				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	-	8.00	2.00		2			
10	-	10.00	2.00		2			
12	4	12.00	2.00	0.500	2	1.000	8	10
14	11	14.00	2.00	0.182	2	0.364	24	30
16	15	16.00	2.00	0.133	2	0.267	34	43
18	14	18.00	2.00	0.143	2	0.286	32	40
20	7	20.00	2.00	0.286	2	0.571	15	19
22	15	22.00	2.00	0.133	2	0.267	34	43
24	15	24.00	2.00	0.133	2	0.267	34	43
26	18	26.00	2.00	0.111	2	0.222	42	53
28	27	28.00	2.00	0.074	2	0.148	66	83
30	30	30.00	2.00	0.067	2	0.133	74	93
32	6	32.00	2.00	0.333	2	0.667	12	15
34	22	34.00	2.00	0.091	2	0.182	53	66
36	27	36.00	2.00	0.074	2	0.148	66	83
38	17	38.00	2.00	0.118	2	0.235	39	49
40	18	40.00	2.00	0.111	2	0.222	42	53
42	14	42.00	2.00	0.143	2	0.286	32	40
44	6	44.00	2.00	0.333	2	0.667	12	15
46	7	46.00	2.00	0.286	2	0.571	15	19
48	8	48.00	2.00	0.250	2	0.500	17	21
50	2	50.00	2.00	1.000	2	2.000	4	5
52	5	52.00	2.00	0.400	2	0.800	10	13
54	5	54.00	2.00	0.400	2	0.800	10	13
56	4	56.00	2.00	0.500	2	1.000	8	10
58	2	58.00	2.00	1.000	2	2.000	4	5
60	4	60.00	2.00	0.500	2	1.000	8	10

			Н	IA-06				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	-	8.00	2.00		2			
10	-	10.00	2.00		2			
12	4	12.00	2.00	0.500	2	1.000	8	10
14	9	14.00	2.00	0.222	2	0.444	19	24
16	16	16.00	2.00	0.125	2	0.250	37	46
18	10	18.00	2.00	0.200	2	0.400	22	28
20	13	20.00	2.00	0.154	2	0.308	29	36
22	18	22.00	2.00	0.111	2	0.222	42	53
24	19	24.00	2.00	0.105	2	0.211	45	56
26	10	26.00	2.00	0.200	2	0.400	22	28
28	14	28.00	2.00	0.143	2	0.286	32	40
30	16	30.00	2.00	0.125	2	0.250	37	46
32	4	32.00	2.00	0.500	2	1.000	8	10
34	3	34.00	2.00	0.667	2	1.333	6	8
36	5	36.00	2.00	0.400	2	0.800	10	13
38	4	38.00	2.00	0.500	2	1.000	8	10
40	5	40.00	2.00	0.400	2	0.800	10	13
42	6	42.00	2.00	0.333	2	0.667	12	15
44	3	44.00	2.00	0.667	2	1.333	6	8
46	7	46.00	2.00	0.286	2	0.571	15	19
48	5	48.00	2.00	0.400	2	0.800	10	13
50	1	50.00	2.00	2.000	2	4.000	2	3
52	1	52.00	2.00	2.000	2	4.000	2	3
54	2	54.00	2.00	1.000	2	2.000	4	5
56	1	56.00	2.00	2.000	2	4.000	2	3
58	1	58.00	2.00	2.000	2	4.000	2	3
60	1	60.00	2.00	2.000	2	4.000	2	3

			Н	IA-07				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	-	8.00	2.00		2			
10	-	10.00	2.00		2			
12	-	12.00	2.00		2			
14	-	14.00	2.00		2			
16	9	16.00	2.00	0.222	2	0.444	19	24
18	16	18.00	2.00	0.125	2	0.250	37	46
20	6	20.00	2.00	0.333	2	0.667	12	15
22	12	22.00	2.00	0.167	2	0.333	27	34
24	19	24.00	2.00	0.105	2	0.211	45	56
26	13	26.00	2.00	0.154	2	0.308	29	36
28	15	28.00	2.00	0.133	2	0.267	34	43
30	17	30.00	2.00	0.118	2	0.235	39	49
32	3	32.00	2.00	0.667	2	1.333	6	8
34	9	34.00	2.00	0.222	2	0.444	19	24
36	12	36.00	2.00	0.167	2	0.333	27	34
38	3	38.00	2.00	0.667	2	1.333	6	8
40	10	40.00	2.00	0.200	2	0.400	22	28
42	12	42.00	2.00	0.167	2	0.333	27	34
44	3	44.00	2.00	0.667	2	1.333	6	8
46	8	46.00	2.00	0.250	2	0.500	17	21
48	8	48.00	2.00	0.250	2	0.500	17	21
50	3	50.00	2.00	0.667	2	1.333	6	8
52	4	52.00	2.00	0.500	2	1.000	8	10
54	7	54.00	2.00	0.286	2	0.571	15	19
56	6	56.00	2.00	0.333	2	0.667	12	15
58	6	58.00	2.00	0.333	2	0.667	12	15
60	7	60.00	2.00	0.286	2	0.571	15	19

			Н	IA-08				
Depth (in)	Number of Blows	Cumulative Penetration (in.)	Penetration Between Readings (in.)	Penetration per Blow (in.)	Hammer Factor	DCP Index (in./blow)	CBR	LBR
0	-	0.00						
2	-	2.00	2.00		2			
4	-	4.00	2.00		2			
6	-	6.00	2.00		2			
8	-	8.00	2.00		2			
10	-	10.00	2.00		2			
12	2	12.00	2.00	1.000	2	2.000	4	5
14	12	14.00	2.00	0.167	2	0.333	27	34
16	19	16.00	2.00	0.105	2	0.211	45	56
18	24	18.00	2.00	0.083	2	0.167	58	73
20	9	20.00	2.00	0.222	2	0.444	19	24
22	17	22.00	2.00	0.118	2	0.235	39	49
24	17	24.00	2.00	0.118	2	0.235	39	49
26	9	26.00	2.00	0.222	2	0.444	19	24
28	15	28.00	2.00	0.133	2	0.267	34	43
30	18	30.00	2.00	0.111	2	0.222	42	53
32	8	32.00	2.00	0.250	2	0.500	17	21
34	11	34.00	2.00	0.182	2	0.364	24	30
36	11	36.00	2.00	0.182	2	0.364	24	30
38	2	38.00	2.00	1.000	2	2.000	4	5
40	5	40.00	2.00	0.400	2	0.800	10	13
42	9	42.00	2.00	0.222	2	0.444	19	24
44	6	44.00	2.00	0.333	2	0.667	12	15
46	8	46.00	2.00	0.250	2	0.500	17	21
48	8	48.00	2.00	0.250	2	0.500	17	21
50	3	50.00	2.00	0.667	2	1.333	6	8
52	6	52.00	2.00	0.333	2	0.667	12	15
54	6	54.00	2.00	0.333	2	0.667	12	15
56	4	56.00	2.00	0.500	2	1.000	8	10
58	4	58.00	2.00	0.500	2	1.000	8	10
60	4	60.00	2.00	0.500	2	1.000	8	10





FIELD PROCEDURES

Auger Boring

The auger borings are performed in general accordance with ASTM D-1452, "Standard Practice for Soil Investigation and Sampling by Auger Borings". Auger borings are advanced manually using a bucket-type hand auger. The soils encountered are identified, in the field, from cuttings brought to the surface by the augering process. Representative soil samples from the auger borings are placed in glass jars and transported to our laboratory where they are examined by an engineer for classification.

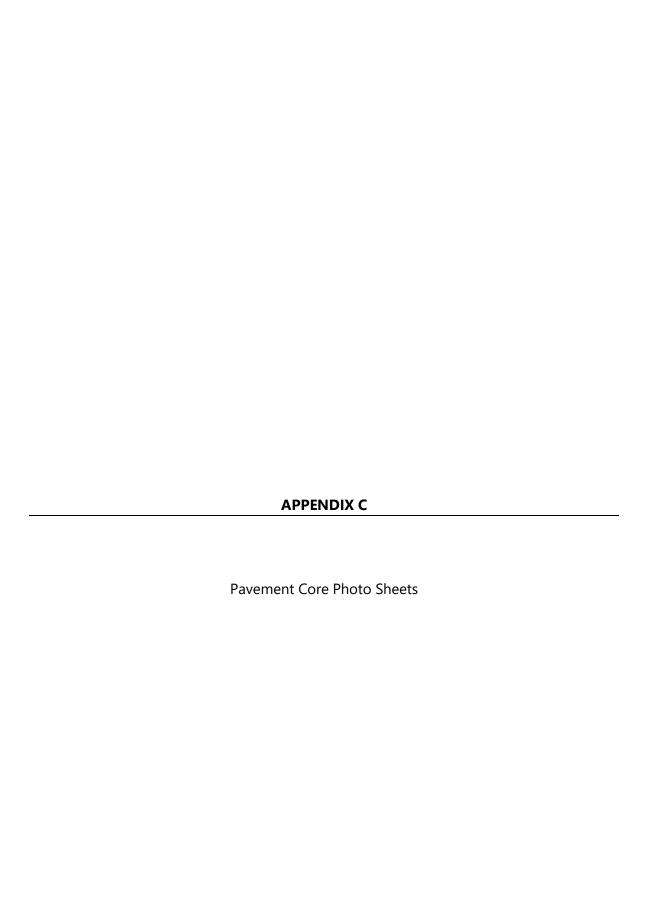
Asphalt Pavement Coring

Pavement cores are performed to estimate the existing asphalt pavement and base thickness, as well as base material. The pavement cores were performed with the use of a 6-inch inside diameter core bit. The asphalt is patched, and asphalt pavement core is transported to our laboratory where they are further examined, measured and photographed by an engineer.

Dynamic Cone Penetrometer (DCP) Test

The DCP test is performed in general accordance with ASTM D6951 "Standard Test Method for Use of the Dynamic Cone Penetrometer in Shallow Pavement Applications". A 10.1-pound hammer is used to drive a 16-mm diameter steel drive rod with a cone tip angled at 60 degrees measuring 20mm at the base. The cone tip is advanced by lifting the slide hammer to the standard drop height and releasing it. The total penetration for a given number of blows is recorded in the field. The DCP Index recorded in inches per blow is used assess in-situ strength of undisturbed soil and other material characteristics including an estimate of in-situ LBR strength.











Client: Stantec

AREHNA Project No.: B-25-030 Date: April 8, 2025

AREHNA Engineering, Inc.

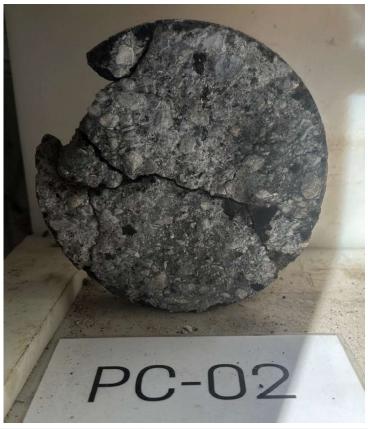
12296 Wiles Road Coral Springs, FL 33076 Phone 954.417.8412 Fax 813.944.4959 **PAVEMENT CORE LOCATIONS**

Checked By: AT

Drawn By: SPS 4/8/25







Client: Stantec

AREHNA Project No.: B-25-030

Date: April 8, 2025

AREHNA Engineering, Inc.

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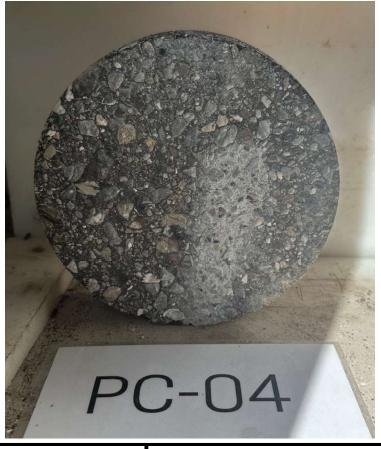
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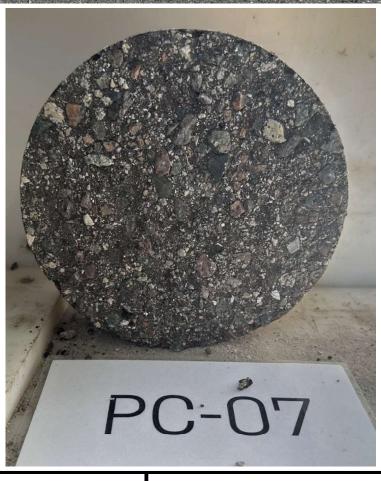
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Checked By: AT

SPS 4/8/25 Drawn By:

PAVEMENT CORE LOCATIONS

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Toscana Isles Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. **RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of May, 2025.

ATTEST:	TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





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- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), Florida Statutes.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





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Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the <u>Division approved documents SharePoint site</u>.

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY SHERIFF'S OFFICE, STATE OF FL	ORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY OR CITY FIRE DEPARTMENT/DIS	TRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF STATE COLLEGE, COMMUNITY
	COLLEGE, or STATE OF FLORIDA
	BOARD OF TRUSTEES OF
	UNIVERISTY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	Date:
Tari Guidicelli, Adirionzed Designee	
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA
Ву:	By:
Council Clerk	Chairman
	Date:
	Approved as to Form:
	Ву:
	Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT				
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:			
TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA By: By:				
Title:				
	Approved as to Form: By: Attorney for District			





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and
NOW, THEREFORE, be it resolved by
that in order to
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

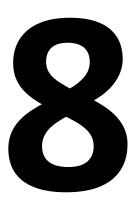
STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require at Reimbursement process requirements.	ccess	to the DEMES Mutual Ald System for FDEM

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT



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,

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
MARCH 31, 2025

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2025

			Debt	Debt			
			Service	Service		Total	
	General		Fund	Fund	Go	vernmental	
		Fund	Series 2014	Series 2018		Funds	
ASSETS					•		
Cash	\$	257,145	\$ -	\$ -	\$	257,145	
Investments							
Reserve		-	710,362	801,430		1,511,792	
Prepayment		-	17,182	765		17,947	
Revenue		-	1,068,472	1,231,767		2,300,239	
Due from general fund		-	31,238	43,297		74,535	
Total assets	\$	257,145	\$1,827,254	\$2,077,259	\$	4,161,658	
						_	
LIABILITIES							
Liabilities:							
Accounts payable	\$	5,837	\$ -	\$ -	\$	5,837	
Due to debt service fund 2014		31,238	-	-		31,238	
Due to debt service fund 2018		43,297	-	-		43,297	
Taxes payable		275				275	
Total liabilities		80,647				80,647	
FUND BALANCES							
Restricted for:							
Debt service		-	1,827,254	2,077,259		3,904,513	
Assigned							
Three months working capital		44,945	-	-		44,945	
Unassigned		131,553				131,553	
Total fund balances		176,498	1,827,254	2,077,259		4,081,011	
Total liabilities and fund balances	\$	257,145	\$ 1,827,254	\$2,077,259	\$	4,161,658	

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,708	\$ 134,272	\$ 140,076	96%
Interest and miscellaneous	2	25		N/A
Total revenues	1,710	134,297	140,076	96%
EXPENDITURES				
Professional & administrative				
Supervisor's fees	800	3,600	12,000	30%
FICA	61	275	918	30%
Management/accounting/recording	3,643	21,861	43,721	50%
Debt service fund accounting	644	3,863	7,725	50%
Legal	1,314	2,663	36,000	7%
Engineering	-	1,045	5,000	21%
Geotechnical Engineering	-	-	10,000	0%
Audit	-	-	4,400	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	1,000	2,000	50%
Trustee	-	10,402	11,236	93%
Telephone	17	100	200	50%
Postage	12	35	500	7%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,200	0%
Annual special district fee	-	175	175	100%
Insurance	-	8,931	9,900	90%
Contingencies/bank charges	140	308	1,000	31%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional & administrative	6,840	55,213	147,890	37%
Other fees & charges				
Tax collector	26	2,009	2,189	92%
Total other fees & charges	26	2,009	2,189	92%
Total expenditures	6,866	57,222	150,079	38%
Excess/(deficiency) of revenues				
over/(under) expenditures	(5,156)	77,075	(10,003)	
Fund balances - beginning Assigned	181,654	99,423	76,953	
Three months working capital	44,945	44,945	44,945	
Unassigned	131,553	131,553	22,005	
Fund balances - ending	\$ 176,498	\$ 176,498	\$ 66,950	

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2014 FOR THE PERIOD ENDED MARCH 31, 2025

Currer Month			Year To Date	Budget	% of Budget
REVENUES					
Assessment levy	\$ 9	552 \$	\$ 751,489	\$ 785,537	96%
Interest	5	128	29,102		N/A
Total revenues	14	680	780,591	785,537	99%
EXPENDITURES					
Principal		-	215,000	215,000	100%
Interest		-	270,163	534,144	51%
Tax collector		143	11,246	12,274	92%
Total expenditures		143	496,409	761,418	65%
Excess/(deficiency) of revenues					
over/(under) expenditures	14	537	284,182	24,119	
Fund balances - beginning	1,812	717	1,543,072	1,477,160	
Fund balances - ending	\$1,827	254	\$ 1,827,254	\$1,501,279	

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 13,240	\$ 1,041,613	\$1,086,623	96%
Interest	6,101	32,643	-	N/A
Total revenues	19,341	1,074,256	1,086,623	99%
EXPENDITURES				
Principal	-	275,000	275,000	100%
Interest	-	395,097	783,319	50%
Tax collector	199	15,588	16,978	92%
Total expenditures	199	685,685	1,075,297	64%
Excess/(deficiency) of revenues				
over/(under) expenditures	19,142	388,571	11,326	
Fund balances - beginning	2,058,117	1,688,688	1,629,258	
Fund balances - ending	\$ 2,077,259	\$ 2,077,259	\$1,640,584	

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

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
7 202 1 0 110222	negalar meeting	20.007.111
February 5, 2025	Regular Meeting	10:00 AM
March 5, 2025	Regular Meeting	10:00 AM
April 2, 2025 CANCELED	Regular Meeting	10:00 AM
May 7, 2025	Regular Meeting	10:00 AM
June 4, 2025	Regular Meeting Presentation of FY2026 Proposed Budget	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