Tesoro Community Development District

Agenda

August 28, 2018

AGENDA

Tesoro

Community Development District

135 W. Central Blvd., Suite 320, Orlando, FL 32801 Phone: 407-841-5524 – Fax: 407-839-1526

August 22, 2018

Board of Supervisors Tesoro Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Tesoro Community Development District will be held on Tuesday, August 28, 2018 at 10:00 a.m. at the Tesoro Club, 2000 SE Via Tesoro Blvd., Port St. Lucie, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the May 29, 2018 Meeting
- 4. Public Hearings
 - A. Consideration of Resolution 2018-02 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2018-03 Imposing Special Assessments and Certifying an Assessment Roll
- 5. Approval of Bid Documents
 - A. Wetland, Lake, and Upland Preserve Maintenance Services
 - B. Wetlands Boundary and Lake Banks Landscape Services
- 6. Acceptance of Fiscal Year 2017 Audit Report
- Consideration of Agreement with Grau & Associates, Inc. to Provide Auditing Services for Fiscal Year 2018
- 8. Consideration of Proposal with VGlobalTech Regarding ADA Website Compliance
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2019 Meeting Schedule
- 10. Audience Comments
- Supervisor's Requests
- 12. Adjournment

The second order of business of the Board of Supervisors Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the May 29, 2018 meeting. The minutes are enclosed for your review.

The fourth order of business opens the public hearings. Section A is the consideration of Resolution 2018-02 adopting the Fiscal Year 2019 budget and relating to the annual appropriations. A copy of the Resolution and proposed budget are enclosed for your review. Section B is the consideration of Resolution 2018-03 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and the assessment roll will be available at the meeting for reference.

The fifth order of business is approval of bid documents. Section A is for wetland, lake, and upland preserve maintenance services. A copy of the RFP is enclosed for your review. Section B is for wetlands boundary and lake banks landscape services. A copy of the RFP is enclosed for your review.

The sixth order of business is acceptance of Fiscal Year 2017 Audit Report from Grau & Associates, Inc. The report has been provided under separate cover.

The seventh order of business is consideration of agreement with Grau & Associates, Inc. to provide auditing services for Fiscal Year 2018. A copy of the agreement is enclosed for your review.

The eighth order of business is consideration of proposal with VGlobalTech regarding ADA website compliance. A copy of the proposal is enclosed for your review.

Section C of the ninth order of business is the District Manager's Report. Section 1 includes the check register for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is approval of the Fiscal Year 2019 meeting schedule. A sample notice is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint, District Manager

Cc: William Capko, District Counsel

Butch Terpening, District Engineer

Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING TESORO COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tesoro Community Development District was held Tuesday, May 29, 2018 at 10:00 a.m. at the Tesoro Club, 3rd Floor, 2000 S.E. Via Tesoro, Port St. Lucie, Florida.

Present and constituting a quorum were:

Sal SpanoChairmanKathy FialcoVice ChairmanEverardo OrtizAssistant SecretaryHal FennerTreasurer by phone

Also present were:

George Flint District Manager
William Capko District Attorney
Brian Smith Field Manager

Ed Rivera Tesoro Club/Castle Group

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 22, 2017 Meeting

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor the minutes of the August 22, 2017 meeting were approved.

FOURTH ORDER OF BUSINESS

Ratification of Agreement with Grau & Associates, Inc. to Provide Auditing Services for Fiscal Year 2017

Mr. Flint stated next is ratification of the agreement with Grau & Associates to provide the annual independent audit for Fiscal Year 2017. You selected Grau & Associates as the independent auditor previously and since you last met in August, to be able to get the audit moving, I executed the agreement in November and I'm asking the Board to ratify that action.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor the agreement with Grau & Associates to perform the Fiscal Year 2017 audit was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2018-01 Approving the Proposed Fiscal Year 2019 Budget and Setting a Public Hearing

Mr. Flint stated next is Resolution 2018-01 approving a proposed budget and setting a date, place and time of the public hearing for its final adoption. We are recommending August 28, 2018 at 10:00 a.m. in this location for the public hearing. Exhibit A to the resolution is the proposed budget and it is not binding on the Board, but you do have a statutory requirement that you approve a proposed budget by June 15th. The final budget would be adopted in August.

Mr. Spano stated we used almost \$112,000 in surplus funds for this year and we are maintaining the same level of assessment of \$40.69 for the developed lots and tracts and undeveloped property \$30.52.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor Resolution 2018-01 approving the proposed Fiscal Year 2019 budget and setting the public hearing for August 28, 2018 at 10:00 a.m. at the Tesoro Club was approved.

Mr. Flint stated as long as the assessments aren't increasing you can make whatever changes you want to make between now and at the public hearing. I don't foresee that the per unit amounts are going to go up so we should be fine with this budget.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Flint stated Mr. Spano had asked about the status of the easements that the Engineer was preparing as part of the tri-party easement agreement that we have been working on for quite some time that would deal with the encroachment issue at least on an interim basis and previously Toby was supposed to be preparing those easements and did not do that and his services were terminated. The District Engineer indicated that they would be able to prepare those and I have been sending emails fairly regularly since the last meeting asking the status of those easements. The Chairman sent an email to me last week asking the status and I forwarded that on to Culpepper Terpening and Stef Mathis responded saying they have compiled the majority of the west side parcels that require drainage easements. These parcels are part of 12 different plats, we should have a completed list within a week, we will then go over them with Lee Dobbins to confirm what we will need to have easements recorded.

They are still working on those, I'm still following up periodically with them on that.

Mr. Spano stated if they go more than two weeks from the timetable they said they would be done I would like to schedule a conference call with you and Culpepper's people so we get them moving and get this out of our inbox.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Spano seconded by Mr. Ortiz with all in favor the check register from August 16, 2017 through May 18, 3018 in the total amount of \$245,827.16 were approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statements were included in the agenda package.

iii. Presentation of Number of Registered Voters - 226

Mr. Flint stated I was surprised to see that we had 226 registered voters. Once that number hits 250 then this Board would begin to transition from Landowner elections to general election. If you hit the 250 in 2019 then in November 2020 the first two seats will transition and

November 2022 two more seats and in 2024 the last seat will transition. There is no action required on that it is just something we have to announce.

iv. Designation of November 27, 2018 as Landowners' Meeting Date

Mr. Flint stated we are recommending November 27, 2018 as the landowners' meeting date. Mr. Spano, Ms. Fialco and Ms. Lordi's seats will be coming up for election. Two of the seats will be four-year terms and one seat will be a 2-year term. It is not a Board meeting we just need the landowner or someone he designates as the proxyholder to be at that meeting.

On MOTION by Mr. Spano seconded by Mr. Ortiz with all in favor November 27, 2018 was designated as the landowners' meeting date.

vi. Field Manager's Report

Mr. Smith stated the contractors are performing well the site looks good overall, the conservation area looks good. We have gone through all the storm drains to make sure they are clean and clear. I understand there may be some localized small backups and I will take a look at that.

Mr. Spano stated before the rain we had issues that we had water shortages on the property and Port St. Lucie started to cut us off from intake. This is not a water system that is replenished. If they get short of water they just put the weir up and we were done. Did they discuss that with our people at all when they did that?

Mr. Flint stated they didn't contact us.

Mr. Spano stated I want our people to have a relationship and when we have a contact provide the name so we can follow-up with them. We have a land use surface water management permit that allows us millions of gallons of water, but it is for naught if they turn the pumps off and put the weir up and we are left with no water and J.J. had to turn off pumps on the golf course because they were burnt and we weren't aware of it.

Mr. Flint stated we have had relationships with them in the past, they have our contact information so I'm surprised they didn't contact us.

Mr. Spano asked who is getting the monthly field reports? We used to get a digital field report and I don't get that anymore.

- Mr. Smith stated I get them from the contractors.
- Mr. Spano stated your report when you come onsite and inspect the landscaper.
- Mr. Smith stated I have those and I can certainly send those to you.

Mr. Spano stated we had a form that was a property report and I think with the transition with Alan we lost that. I would like to see that reinstated and I would like to see that Ed, myself, Hal and Kathy get a copy.

SEVENTH ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

Mr. Spano stated we have rolled over the major contracts for two years. I think it is time to bid them again.

Mr. Flint sated if the thought is you just don't want to extend them another year you would like to bid them we can do that.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor staff was authorized to bid the upland buffer and lake maintenance contracts.

Mr. Flint stated the way we set the bids up in the past we will follow the same practice where you have criteria to evaluate the responses of which price is one component. You look at experience, financial viability of the company, their familiarity with the project and other criteria.

Mr. Spano stated you may know other contractors in the area providing the same type of service. That is one of the things that we look to you as the management company to give us some input.

Mr. Flint stated we will reach out to our environmental consultant also and ask them for any recommendations. Lake maintenance is going to be the big issue because Native Lands was the contractor then we switched and ended up switching back.

Mr. Spano stated it doesn't mean we are going to change anybody.

On MOTION	by	Mr.	Spano	seconded	by	Ms.	Fialco	with	all	in
favor the meet										

Secretary/Assistant Secretary	Chairman/Vice Chairman	

SECTION IV

SECTION A

RESOLUTION 2018-02

THE ANNUAL APPROPRIATION RESOLUTION OF THE TESORO COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2018, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Tesoro Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 28, 2018, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TESORO COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Treasurer and the office of the Recording Secretary, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2018 and/or revised projections for Fiscal Year 2019.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Treasurer and the District Recording Secretary and identified as "The Budget for Tesoro Community Development District for the Fiscal Year Ending September 30, 2019", as adopted by the Board of Supervisors on August 28, 2018.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Tesoro Community Development District, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, the sum of \$__75,874__ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL.	GENERAL	FUND
	OPTIPITAL	

\$75,874

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item..
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not

have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 28th day of August, 2018.

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT
Secretary	By:
Doctor	Its:



TESORO

Community Development District

Proposed Budget FY 2019





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Tesoro

Community Development District General Fund Budget

	Adopted Budget FY2018	Actual thru 7/31/18	Projected Next 2 Months	Projected thru 9/30/18	Proposed Budget FY2019
Revenues					
Stormwater Fees	\$210,000	\$238,404	\$282	\$238,685	¢210 000
Maintenance Assessments	\$70,996	\$69,381	\$0 \$0	\$69,381	\$210,000 \$70,996
Interest Income	\$600	\$6,382	\$1,600	\$7,982	
Carry Forward Surplus	\$115,126	\$15,548	\$0	\$15,548	\$5,000 \$112,054
Total Revenues	\$396,721	\$329,714	\$1,882	\$331,596	\$398,050
Expenditures					
Administrative					
Supervisor Fees	\$4,000	\$600	\$1,000	\$1,600	\$4,000
FICA Expense	\$306	\$46	\$77	\$122	\$306
Engineering	\$5,000	\$2,604	\$2,397	\$5,000	\$5,000
Attorney	\$10,000	\$2,153	\$3,000	\$5,153	\$10,000
Annual Audit	\$2,700	\$2,700	\$0	\$2,700	\$2,800
Assessment Administration	\$2,500	\$2,500	\$0	\$2,500	\$2,500
District Management Fees	\$30,900	\$25,750	\$5,150	\$30,900	\$31,827
Information Technology	\$500	\$417	\$83	\$500	\$500
Telephone	\$150	\$0	\$12	\$12	\$150
Postage	\$1,100	\$178	\$12	\$190	\$1,000
Insurance	\$6,515	\$6,222	\$0	\$6,222	\$6,844
Printing & Binding	\$1,200	\$55	\$100	\$155	\$1,000
Legal Advertising	\$1,750	\$269	\$700	\$969	\$1,600
Other Current Charges	\$750	\$432	\$80	\$512	\$750
Office Supplies	\$300	\$22	\$22	\$44	\$200
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Administrative Expenses	\$67,846	\$44,122	\$12,632	\$56,754	\$68,652
Field Operations					
Field Mangagement Fees	\$15,000	\$12,500	\$2,500	\$15,000	\$15,450
West Side					
Mitigation Maintenance	\$85, 116	\$70,930	\$14,186	\$85,116	\$85,116
Landscaping	\$89,986	\$74,988	\$14,998	\$89,986	\$89,986
Electric	\$10,000	\$403	\$25	\$428	\$10,000
Plant Replacement	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Fountain Repairs	\$5,000	\$3,336	\$1,600	\$4,936	\$5,000
Contingency	\$26,022	\$0	\$5,000	\$5,000	\$26,095
East Side					
Mitigation Monitoring	\$7,500	\$0	\$0	\$0	\$7,500
Mitigation Maintenance	\$66,876	\$55,730	\$11,146	\$66,876	\$66,876
Plant Replacement	\$5,000	\$0	\$0	\$0	\$5,000
Contingency	\$13,375	\$0	\$2,500	\$2,500	\$13,375
Field Operations Expenses	\$328,875	\$217,887	\$56,955	\$274,842	\$329,398
Total Expenditures	\$396,721	\$262,009	\$69,587	\$331,596	\$398,050
Excess Revenues /(Expenditures)	\$0	\$67,705	(\$67,705)	\$0	\$0
				Net Assessments	\$70,996
			Add: Disco	ounts & Collections	\$4,532
				Gross Assessments	\$75,528

SF Lots*	Per Unit Gross Maintenance Assessment				
	FY2014	FY2015	FY2016	FY2017	FY2018
Developed	\$40.69	\$40.69	\$40.69	\$40.69	\$40.69
Tracts	\$40.69	\$40.69	\$40.69	\$40.69	\$40.69
Undeveloped	\$30.51	\$30.51	\$30.52	\$30.52	\$30.52

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Tesoro. Community Development District

GENERAL FUND BUDGET

REVENUES:

Stormwater Fees

The District has entered into an agreement with the City of St. Lucie requiring the City to refund to the District 75% of all stormwater fees collected within the District's boundaries.

Description	Amount
Gross Stormwater Revenue	\$325,612
Less: Discount, Tax Collector & Property Appraiser @ 7% (.93)	\$302,819
CDD Amount (75%)	\$227,114
Allowance for Delinquencies	\$(17,114)
NET BUDGET	\$210,000

Maintenance Assessments

The District will levy a non-ad valorem special assessment on all taxable property within the District, to fund General Operating and Maintenance Expenditures for the Fiscal Year. This represents the net assessments after discounts and collection fees.

Interest Income

The District will invest surplus funds with State Board of Administration.

Carry Forward Surplus

The District will utilize a portion of excess funds collected in previous fiscal years.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon 5 supervisors attending 4 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted Culpepper & Terpening for this service.

Tesoro

Community Development District

GENERAL FUND BUDGET

Attorney

The District's legal counsel, Lewis, Longman & Walker, P.A., will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District is contracted with Grau and Associates, CPA.

Assessment Administration

Expenses related to administering the Fiscal Year 2018 Assessments on the tax roll.

District Management Fees

The District has contracted with Governmental Management Services - Central Florida, LLC to provide management, accounting and recording secretary services. These services include but are not limited to, advertising, recording and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

Information Technology

The District incurs costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

The District incurs charges for telephone and facsimile services.

Postage

Mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Insurance

The District's general liability and public officials liability coverage is provide by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc. in a newspaper of general circulation.

Tesoro Community Development District

GENERAL FUND BUDGET

Other Current Charges

Includes bank charges and any other miscellaneous expenses that are incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field Operations:

Field Management Fees

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District Services such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors and monitoring of utility accounts.

West Side

Mitigation Maintenance

Includes the cutting and removal of exotic and nuisance vegetation from all wetland preserves and their associated buffers within the limits of the US Army Corps of Engineers permit and the SFWMD permit previously issued for the parcel west of Via Tesoro Boulevard within the limits of the Tesoro West project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and application of an appropriate herbicide to the cut stumps to inhibit further growth. The District has contracted with Native Lands Management, Inc. for this service.

Description	Monthly	Annually
Mitigation Maintenance	\$7,093	\$85,116
TOTAL		\$85,116

Landscaping

Scheduled maintenance consists of trimming vegetation, weed control, edging, blowing, application of herbicides (as permitted), and the removal of debris and trash within the service area. The District has contracted with Wellington Pro Lawn Care for this service.

Description	Monthly	Annually
Landscape Maintenance	\$7,499	\$89,986
TOTAL		\$89,986

Tesoro Community Development District

GENERAL FUND BUDGET

Electric

To record cost of electric services to an irrigation pump. The District has the following utility account with Florida Power & Light.

Description	Monthly	Annually
167 SE Bella Strano #Pump	\$833	\$10,000
TOTAL		\$10,000

Plant Replacement

Unscheduled maintenance consists of tree, shrub, and other plant material replacements in various communities.

Fountain Repairs

Includes expenses for equipment, supplies, and maintenance for the fountains at the District.

Contingency

The current year contingency represents 20% of the mitigation maintenance and 10% of the landscaping costs for any maintenance expenses not included in budget categories or not anticipated in specific line items.

East Side

Mitigation Monitoring

The District will schedule monitoring of mitigation areas.

Mitigation Maintenance

Includes the cutting and removal of exotic and nuisance vegetation from all wetland preserves and their associated buffers within the limits of the US Army corps of Engineers permit and the SFWMD permit previously issued for the parcel east of Via Tesoro Boulevard within the limits of the Tesoro East project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and application of an appropriate herbicide to the cut stumps to inhibit further growth. The District has contracted with Native Lands Management, Inc. for this service,

Description	Monthly	Annually
Mitigation Maintenance	\$5,573	\$66,876
TOTAL		\$66,876

Plant Replacement

Unscheduled maintenance consists of tree, shrub, and other plant material replacements.

Tesoro Community Development District GENERAL FUND BUDGET

Contingency

The current year contingency represents 20% of the mitigation maintenance and 10% of the landscaping costs for any maintenance expenses not included in budget categories or not anticipated in specific line items.

Tesoro Community Development District

Per Unit Assessment Allocation Summary

SF Lots*	Per Unit Gross Maintenance Assessment	Units	ERUs	Total Gross Maintenance Assessments
Developed	\$40.69	146.00	146.00	\$5,940.74
Tracts	\$40.69	1,136.42	1,136.42	\$46,240.93
Undeveloped	\$30.52	765.00	573.75	\$23,345.89
Total Gross Assessments		2047.42	1856.17	\$75,527.56
*Undeveloped SF Lots assess	sed at .75 units			

SECTION B

RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TESORO COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tesoro Community Development District ("the District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Lucie County, Florida (the "County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake various operations and maintenance activities described in the District's budget for Fiscal Year 2018-2019 ("Operations and Maintenance Budget"), attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's budget for Fiscal Year 2018-2019; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, The District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for platted lots pursuant to the Uniform Method and which is also indicated on Exhibit "A"; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

- WHEREAS, the District has approved an Agreement with the Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and
- WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments; and
- WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Tesoro Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method; and
- WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

- **SECTION 1. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."
- **SECTION 2. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibits "A" and "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- **SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. The District shall also collect its previously levied debt service assessment pursuant to the Uniform Method, as indicated on Exhibits "A" and "B".
- **SECTION 4.** ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the Tesoro Community Development District.
- **SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any

amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Tesoro Community Development District.

PASSED AND ADOPTED this 28th day of August, 2018.

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT		
Secretary/ Assistant Secretary	By:		
Secretary Assistant Secretary	Its:		

SECTION V

SECTION A

TESORO COMMUNITY DEVELOPMENT DISTRICT

WETLAND, LAKE AND UPLAND PRESERVE MAINTENANCE SERVICES Request for Proposals No. 2018-100

PROJECT MANUAL

Issue Date: , 2018

District Engineer: Culpepper & Terpening

2980 South 25th Street Fort Pierce, FL 34981

District Manager: George Flint

Governmental Management Services 135 West Central Blvd., Suite 320

Orlando Florida, 32801

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-100 WETLAND, LAKE AND UPLAND PRESERVE MAINTENANCE SERVICES

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REPLACE WITH FINAL AD

TESORO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

Wetland, Lake, and Upland Preserve Maintenance Service St. Lucie County, Florida

Notice is hereby given that the **Tesoro Community Development District** (referred to herein as the "District" or the "Owner") request proposals to provide maintenance services (Request for Proposals No. 2018-100) including but not limited to, maintenance of wetland preserve/mitigation areas throughout the District, as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for the public inspection and may be obtained beginning ______, ________, 2018, at 10:00 a.m. at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, ATTN: Stacie Vanderbilt at 407-841-5524.

Firms desiring to provide services for this project must submit six (6) copies of the required proposal no later than _____, 2018 by 2:00 p.m. at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Ranking of Proposals will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Tesoro Community Development District George Flint, District Manager

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-100 WETLAND, LAKE AND UPLAND PRESERVE MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSERS

- 2. Signature on Proposal: In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
- 3. Familiarity with Laws: The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
- 4. Qualifications of Proposer: The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
- 5. No Proposer shall submit more than one proposal. Proposers shall be disqualified and their proposals rejected if District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.

- 6. Interpretations and Addenda: All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.
- 7. Submission of Proposal: Submit one (1) original and 5 (five) copies of the proposal forms and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation (RESPONSE TO PROPOSAL NO. 2018-100 ENCLOSED) on the face of it.
- 8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
- 10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each Proposer represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
- 11. Basis of Award/Right to Reject or Award: The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
- 12. Contract Award: It is anticipated that the within thirty (30) days of receipt of the Notice of Award, the Proposer will enter into and execute the Contract with the District.
- 13. Pre-Proposal Conference: A non-mandatory pre-proposal conference will be held. INSERT TIME, DATE AND PLACE OF PRE_PROPOSAL CONFERENCE. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility. Any on-site visits must be scheduled with the District Office by contacting George S. Flint at 407-841-5524. Proposers must have an escort arranged by District Office for any on-site visits.

14. Insurance: All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage and including the required minimum coverages and information as listed below. In the event the Proposer is notified of award, it shall provide proof of Insurance Coverage within fourteen (14) calendar days after notification, or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Contract without exception and failure to do so shall constitute a default.

A. Minimum Limits

Commercial General Liability:

\$2,000,000 per occurrence \$2,000,000 per occurrence

Automobile Liability:

Statutory

Workers Compensation: Employers Liability

\$1,000,000

B. Please include the following on the certificate of insurance:

- 1. Reference the Tesoro Community Development District and contract number on the certificate.
- 2. All coverage must be written with an insurance carrier that has an A.M Best's Key Rating of at least A and a financial rating of VII.
- 3. State additional insured on certificate and mark box with a "Y" for certificate holder as additional insured. Additional insured: Tesoro Community Development District must be individually listed as additional insured with respect to all coverage, except workers compensation and employers liability.
- 4. General liability must include contractual liability
- 5. Waiver of subrogation: "A Waiver of subrogation applies in favor of Tesoro Community Development District with respects to all coverage."
- 6. A 30 days notice of cancellation is required.
- 7. All Auto policies need to cover "any Auto" or "Hired, Non-Owned and scheduled".
- 8. An authorized agent must sign the certificate.

9. Certificate Holder MUST Read:

Tesoro Community Development District

Attn: District Manager

135 West Central Blvd., Suite 320

Orlando, FL 32801

15. Indemnification: The successful Proposer shall fully indemnify and hold harmless District, the District Manager and the District Engineer, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

- 16. Limitation of Liability: Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
- 17. Stormwater Management System Infrastructure: The successful Proposer shall operate in conformance with the ACOE permits including all modifications and SFWMD permits for the areas within the contract.
- 18. All proposals shall include the following information in addition to any other requirements of the proposal documents:
 - A. A narrative description of the Proposer's approach to providing the services as described in the scope of services, provided herein. (Limited to 5 pages).
 - B. Proposer's organizational chart.
 - C. List position or title and corporate responsibilities of key management or supervisory personnel-Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
 - D. Describe proposed staffing levels.
 - E. Financial statements for 2016, 2017 and YTD 2018.
 - F. A list and description of environmental projects undertaken for each of the last three (3) years, including the scope of services provided, the name of the project owner and a contact name and phone number.
 - G. A listing of the total annual dollar value of work, as described above under F, completed for each of the last three (3) years.
 - H. List all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
 - I. Three References, including the name address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or current contracts as listed above under F and H.
 - J. Current certificates of insurance including certificates for any sub-contractors that will be used.
 - K. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
 - L. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.

- M. Completed copies of all other forms included within the proposal documents
- 19. Any protest regarding the Proposal Documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
- 20. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the proposal documents.

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-100 WETLAND, LAKE AND UPLAND PRESERVE MAINTENANCE SERVICES

EVALUATION CRITERIA

1. <u>Personnel</u>

(25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

2. Experience

(25 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. <u>Understanding of Scope of Work</u>

(25 points)

Does the proposal demonstrate an understanding of the District's needs for the services? Requested?

4. Financial Capability

(10 points)

Demonstration of financial resources and stability as a business entity, necessary to Complete the services required.

5. Price

(15 points)

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the **initial two-year term** of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

<u>5 points</u> are allocated for the reasonableness of unit prices.

Check reference to term of contract throughout the bid paperwork

PRICE SHEET

TASK	Totals
Invasive Plant Treatment	Annual Maintenance Cost
Subtotal	
Vegetation Control	Annual Maintenance Cost
Subtotal	
Herbicide Treatments	Annual Maintenance Cost
Subtotal	
Weed Control	Annual Maintenance Cost
Subtotal	
Lake Maintenance	Annual Maintenance Cost
Subtotal	
Litter/Debris Removal	Annual Maintenance Cost
Subtotal	
Total	

Notes:

- 1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
- 2. Refer to the scope of services for the specific description and frequency of the services to be provided.
- 3. Invoices will be submitted monthly, prorated, based on the above fees.

TESORO COMMUNITY DEVELOPMENT DISTRICT

BASIC ORGANIZATION INFORMATION

DATE	E SUBMITTED	, 2018		
1.	Proposer [Company Name]			/_/ An Individual /_/ A Limited Liability Company /_/ A Limited Liability Partnership /_/ A Partnership /_/ A Corporation /_/ A Subsidiary Corporation
2.	Proposer Company Address:			
	Street Address			
	P.O. Box (if any)			
	City	State		Zip Code
	Telephone	Fax	no	
	1st Contact Name		Title _	
	2nd Contact Name		Title_	
3.	Parent Company Name (if applicable)			
4.	Parent Company Address (if different):			
	Street Address			
	P.O. Box (if any)		_	
	City			Zip Code
	Telephone	Fax	no	
	1st Contact Name		Title _	
	2nd Contact Name			

P.O. B	Box (if any)		
			Zip Code
			k no.
			Title
	Proposer is a corporation, is		
yes () (Proceed to Question 6.1) no () (Pro	ceed to Question 6.2)
6.1	If yes, provide the following	ng:	
	Is the Company in good Division of Corporation		h the Florida Secretary of Sta
	If no, please explain		
	:		
	s 		
	Date incorporated		Charter No.
6.2	If no, provide the following	g:	
	The State in which Proj	poser is incorp	oorated?
	Is the Company in good	1 standing with	h that State? yes () no (
	If no, please explain		
			Charter No

7.	If the Proposer is a partnership (including a limited partnership or limited liability				
	partnership) or limited liability company, is it organized in the State of Florida?				
	Yes (() (Proceed to Question 7.1) No () (Proceed to Question 7.2)			
	7.1	If yes, is the Proposer registered with the Florida Department of State,			
		Division of Corporations? yes () no ()			
		If no, please explain			
		Is the Proposer in good standing with the State of Florida? yes () no () If no, please explain			
		Date Proposer was organized:			
	7.2	If no, provide the following:			
		The State in which Proposer is organized:			
		Is the Proposer in good standing with that State? yes () no ()			
		If no, please explain			
		Date Proposer was organized:			
		Is the Proposer registered as a foreign partnership or limited company with			
		the State of Florida? ves () no ()			

	If no, please explain		
appl	s Proposer hold any registration icable to the contract? () no()	ons or licenses wit	h the State of Florida
8.1	If yes, provide the followin each listed license (attach a	ng information and additional sheets in	attach one (1) photocopy of necessary):
	Type of registration		
	License No	Expirat	ion Date
	Qualifying individual		Title
	List company(s) currently of	qualified under thi	is license
8.2	Does the Proposer hold any County and/or the State of F yes () no ()		
	If yes, please list and provide registration:		
8.3	Does the Proposer hold any applicable to the contract?		icenses with St. Lucie County
	If yes, please list and provide registration:	de a photocopy of	each listed license or
List t	the Proposer's total annual dol (4) years starting with the lates	llar value of work st year and ending	completed for each of the last with the most current year

10.	What are the Proposer's cur Certificate of Insurance)	rrent insurance limits?	(Provide a copy of applicant's	
	General Liability Automobile Liability Workers Compensation Expiration Date	\$ \$ \$		
11.	Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no () If yes, please describe each violation, fine, and resolution			
	11.1 What is the Proposer's current worker compensation rating? 11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two			
	years? yes () no () If yes, please describe each incident			

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Proposer	By:	
This day of, 2 Signing]	18 By: [Type Name and Title of	f Person
	(Apply Corporate filing as a corporation	
State of Florida County of		
The foregoing instrument was acknown to me or who has produced and who did (did not) take an oath.	rledged before me this day of who is p	ersonally
	ignature of Notary taking acknowledgmer	nt

TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF	
STATE OF	
I	, do hereby certify that I have not, either
directly or indirectly, participat	ed in collusion or proposal rigging. Affiant is a
in the firm	of, and
authorized to make this affidavit or	behalf of the same. I understand that I am swearing or
affirming under oath to the truthf	fulness of the claims made in this affidavit and that the
punishment for knowingly making a	false statement includes fines and/or imprisonment.
Dated this day of	, 2018.
	Signature by authorized representative of Proposer
State ofCounty of	
The foregoing instrument wa	as acknowledged before me this day of,
known to me or who has produced,	of the who is personally as identification
and who did (did not) take an oath.	
	Signature of Notary taking acknowledgment

TESORO COMMUNITY DEVELOPMENT DISTRICT

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM

services has been submitted on this day of [company] whose business address
, and fax number is,
dges, by the below execution of this proposal, that all en provided in full and that such information is truthful and submission of this Proposal to honor all pricing information Proposal opening, and if awarded the contract on the basis of the the services contract in substantially the form included in
clusion of false, deceptive or fraudulent statements on this the Districts consider such action on the part of the Proposer , suspension or revocation of a proposal for work for the strict.
ed acknowledges receipt of the following addenda, the led in this Request for Proposal.
dated
Signature by authorized representative of Proposer Date

EXHIBIT A

CONTRACT DOCUMENT FORM

AGREEMENT BETWEEN AND THE TESORO
COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF WETLAND, LAKE
AND UPLAND PRESERVE MAINTENANCE SERVICES

This Agreement is made and entered into this by and between:	day of, 2	2018
The Tesoro Community Development District, a established pursuant to Chapter 190, Florida Stat Florida, and having offices at 135 West Central I ("the District"), and	tutes, being situated in St. Luci	ie County,
("the Con	ntractor").	

RECITALS

WHEREAS, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

WHEREAS, the District has a need to retain an independent contractor to provide wetland, lake, and upland preserve maintenance services for certain lands within the District; and

WEHERAS, the District finds it in the best interest of the District to engage the services of the Contractor.

- NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- **Section 1**. **Recitals**. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **Section 2. Duties.** The duties, obligations, and responsibilities of the Contractor are described in <u>Exhibit</u> "A" attached hereto. The location of the services is identified on <u>Exhibit</u> "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be

specified by the District Manager or his designee.

(4)

dollars).

Section 3 accordance with t	. Compensation . District agrees to compensate the Contractor in the following schedule:
Monthly 7	Treatment Costs Annually (per month)
Contractor shall i	nvoice the District for services performed monthly.
Any additional authorization of the	compensation for additional duties shall be paid only upon the written he District Manager or his designee.
Section 4. acknowledge that	Independent Contractor. The District and Contractor agree and Contractor shall serve as an independent contractor of the District.
continue for a pe This contract ma agreement in writ month-to-month	Term. This Agreement shall commence on, 2018 and shall eriod of one (1) year unless terminated in accordance with Section 11 below. The extended by up to two (2) additional one (1) year terms upon mutual ting by both the Contractor and District. This agreement may be extended on a basis upon agreement of the parties hereto in writing and subject to funds by the District's Board of Supervisors.
Section 6.	Insurance.
A. Th	e Contractor shall maintain throughout the term of this Agreement the lowing insurance
(1)	Worker's Compensation Insurance in accordance with the laws of the State of Florida.
(2)	Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
	(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
	(ii) The District shall be named as additional insured
(3)	Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

Professional Liability Insurance with limits of \$1,000,000 (one million

- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- Section 7. Indemnification. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **Section 8.** Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.
- **Section 9.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.
- **Section 10**. **Authorization**. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **Section 11.** Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.
- Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **Section 13. Notices.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A.	If to Contractor:	

B. If to District:

Tesoro Community Development District

135 West Central Blvd., Suite 320

Orlando, Florida 32801 Attn: District Manager

With a copy to:

Lewis, Longman & Walker PA 515 N. Flagler Drive, Suite 1500 West Palm Beach, Florida 33401 Attention: William G. Capko

Except as otherwise provided in this Agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or a non-business day, shall be deemed received on the next business day. If at any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

- **Section 14.** Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.
- Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **Section 16.** Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida Law.
- Section 17. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or

construction on any of the provisions of this Agreement.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairman/Vice Chairman	
Attest:		
Print:	Print:	

EXHIBIT B

SCOPE OF SERVICES/PROJECT MANUAL

Overall Scope of Services- Definition

Attachment A- Scope of Services

Attachment B- Map of Service Levels

Overall Scope of Services-Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Attachment A-Scope of Services as defined between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District. The District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District.

1.2 Key Personnel

- 1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the Environmental Services provided as defined in Attachment A-Scope of Services.
- 1.2.2 Contractor shall provide one (1) On-Site Field Operations Manager who is knowledgeable of the Contractor's daily activities when performed at the site. The Senior Overall Manager shall serve as the point of contact between the District, Contractor and any other entity and shall be responsible for coordinating all scheduled services with the District and for the timely scheduling of scheduled or unscheduled environmental services.
- 1.2.3 Contractor shall provide at least one (1) full-time onsite Field Manager to observe and monitor the daily or routine activities of environmental services covered in the contract as defined in Attachment A-Scope of Services.

- 1.2.4 Contractor shall provide a trained Field Crew to perform basic scope of services as outlined above for environmental services covered in the contract as defined in Attachment A-Scope of Services.
- 1.2.5 Contractor shall have key personnel office location within St. Lucie County and/or no more than twenty (20) miles from site.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Personnel will wear clean uniform shirts of consistent design and color.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District, be allowed to temporarily store, if necessary, its materials and equipment on site at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 **Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the follow shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A "document log" shall be

maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated monthly and submitted to the District when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the District, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the District identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted and material/equipment purchased

under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

1.12 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those native plant materials as defined in Attachment A-Scope of Services that are damaged or lost due to insects, disease, fungus, and/or as result of Contractor's insufficient services as directed by the District. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the District at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the District.

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Environmental Services Report shall be generated by the Contractor and submitted to the District outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated environmental services log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the District and its separate consultants as appropriate, on a monthly basis, if required. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other environmental services and maintenance related issues deemed appropriate by the District of the Contractor.

In addition, the Contractor shall provide a representative to attend the periodic meeting of the Board of Supervisors if requested to do so by the District. This representative shall be knowledgeable of Scope of Services as defined in Attachment A and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, environmental services and general maintenance of the District assets at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know are crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager and/or CDD District Field Manager
- CDD District Engineer
- CDD District Representative
- St. Lucie County and its various departments
- Florida Turnpike Authority
- Florida Department of Transportation
- SFWMD
- US Army Corps of Engineers
- Adjacent property owners, as directed by the District
- Tesoro Club operating staff and Golf Course maintenance staff

2.2 <u>Contractor's District Manager and Project Manager</u>

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District and the Contractor. This individual shall maintain at all times a means of being contacted by the District (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District of this daily schedule for quality control of the Contractor's service and for

arranging and supervising unscheduled service requests by District. Contractor will also provide District with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

2.3 <u>Contractor's Vehicles and Equipment</u>

Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel. All Contractors vehicles must operate in a safe and courteous manner while on site. Pedestrians have the right-of-way, and service vehicles are expected to yield. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

2.4 <u>Contractor's Additional Provisions</u>

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any environmental services deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish.

Periodic inspections (no less than monthly) will be conducted in conjunction with a management representative of the District.

A monthly report will be provided to the client summarizing activities completed, in progress and planned.

Contractor will be proactive in identifying any environmental services conditions that affect long-term environmental health and vigor and will advise District, accordingly.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements as defined in Attachment A-Scope of Services and as required in this Agreement. The contractor shall make a complete site inspection of Tesoro, specifically the areas of Districts maintenance. **Attachment A-Scope of Services** includes plan identifying the general limits of Districts environmental services.

SEE ATTACHMENT A for Scope of Services

4. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled services and repairs required and any emergency maintenance and repairs as provide in the above noted Performance Specifications on an immediate basis.

5. **RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

5.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the District, required by the Contractor for various environmental service activities is as follows:

- Standard environmental services activity adjustments: varies, as directed by District.
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled environmental services request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in Attachment A-Scope of Services within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

5.2 <u>Emergency Response Program</u>

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Stormwater System or any Environmental Services
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the District, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.
- The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

Attachment A – Scope of Services

The general items to be completed within the service area, as described in Attachment B is as follows:

- 1. Cutting, pulling and/or herbicidal treatment of all invasive, nuisance and exotic plants & trees in all wetlands, littoral shelves, lake bodies and upland preserve areas.
- 2. Assist, coordinate and participate in meetings onsite with Owner, engineers, consultants and SFWMD as required to maintain compliance and to coordinate the work.
- 3. Debris and trash removal from all work areas.
- 4. Hand pull weeds in planted areas between the golf course and wetland areas.
- 5. Trimming and vegetation removal on all flyaways on the golf course.
- 6. The work includes cutting at stumps and treatment of tree stumps to prevent re-growth.
- 7. Removal of plants and trees includes all vegetation listed on Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Further the work shall include removal of nuisance vegetation as allowed by the agencies having jurisdiction (AHJ).
- 8. The work shall include removal of all exotic plant materials from the project site.
- 9. The work includes removal of exotics and nuisance vegetation in the lake bodies to provide open water areas as needed for the SFWMD compliance.
- 10. Herbicide application must be conducted under the supervision of a licensed applicator (Dept of Agriculture, Aquatic Peşt Control), contractor to provide copies of current license to Owner prior to the start of work. Contractor shall maintain all AHJ mandatory required licenses for the work and provide notices to AHJ as required during the progress of work.
- 11. Contractor must provide daily reports for the work no later than the following day for each day worked onsite. These reports will be precedent to payment. Reports shall include a site plan indicating areas treated with pesticides and areas where hand removal took place on each day of work.
- 12. All lakes will be treated at least monthly for unwanted shoreline and floating vegetation.
- 13. Contractor will treat all areas on the entire property at least once monthly.

A more specific plan for the individual needs of each area is described below. The Contractor is responsible for having the Field Manager meet with the District Representative twice monthly to review the property and identify any areas not being maintained in accordance with the Scope of Services.

Task 1 - Wetland Preserve/Mitigation Area Maintenance - Tesoro West

This task will include the cutting and removal of exotic and nuisance vegetation from all wetland preserves, littoral shelves, and lake bodies within the limits of the US Army Corps of Engineers (ACOE) permit and all modifications and the South Florida Water Management District (SFWMD) permit previously issued for the parcel west of Via Tesoro Boulevard within the limits of the Tesoro West project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and Contractor will apply an appropriate herbicide to the cut stumps to inhibit further growth. Clearing and maintenance activities will be conducted to the satisfaction of the Client and in accordance with the currently approved mitigation and monitoring plan for the parcel (as approved by the US Army Corps of Engineers and the South Florida Water Management District). Removal includes all plants listed on the Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Contractor will remove all cut vegetation from the preserve area and dispose of within the proposed clearing area for the development. Contractor will apply herbicide to lake areas when necessary and monitor open water habitats. Contractor will also remove any and all trash and debris from the mitigation areas to the satisfaction of the Client. Herbicide application will be conducted under the supervision of a licensed applicator. This task specifically excludes additional planting as well as the body of water known locally as the A2 pond. See Map of Service Areas for more definition of Area.

Task 2 - Supplemental Plantings - Tesoro West

This task will include the purchase and installation of native plant materials for use inside wetland and surface water areas throughout the Tesoro West side development. This task specifically excludes plantings within upland preserves or in areas currently maintained by the District's Upland Buffer Maintenance Contractor or the Tesoro Club. As part of the ongoing construction and the ACOE and all modifications and SFWMD compliance reporting, areas may be identified as areas required for wetland planting in accordance with the permit schedule and conditions. The costs associated with the planting budget include purchase and installation of plant materials. See Map of Service Areas for more definition of Area. These services will be performed as an additional service and the scope and price will be determined at the time the work is required.

Task 3 - East Side Wetland Preserve/Mitigation Area Maintenance

This task will include the cutting and removal of exotic and nuisance vegetation from all wetland preserves, littoral shelves, and lake bodies within the limits of the US Army Corps of

Engineers permit and all modifications and the SFWMD permit previously issued for the parcel east of Via Tesoro Boulevard within the limits of the Tesoro East project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and Contractor will apply an appropriate herbicide to the cut stumps to inhibit further growth. Clearing and maintenance activities will be conducted to the satisfaction of the Client and in accordance with the currently approved mitigation and monitoring plan for the parcel (as approved by the US Army Corps of Engineers and the South Florida Water Management District). Removal includes all plants listed on the Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Contractor will remove all cut vegetation from the preserve area and dispose of within the proposed clearing area for the development. Contractor will apply herbicide to lake areas when necessary and monitor open water habitats. Contractor will also remove any and all trash and debris from the mitigation areas to the satisfaction of the Client. Herbicide application will be conducted under the supervision of a licensed applicator. This task excludes additional planting where needed in accordance with the approved State and Federal permits associated with this parcel. See Map of Service Area for more definition of Area.

Task 4 Stormwater Management System Infrastructure - Tesoro East and West

The successful Proposer shall operate, maintain, and repair all elements of the stormwater management system including but not limited to pumps for water flow, water features and all water quality features in conformance with the ACOE permits including all modifications and SFWMD permits for the areas within the contract. The operation of the stormwater system shall include record keeping and reporting as required by the applicable permits and the provision of records upon request.

Attachment B- Map of Service Areas

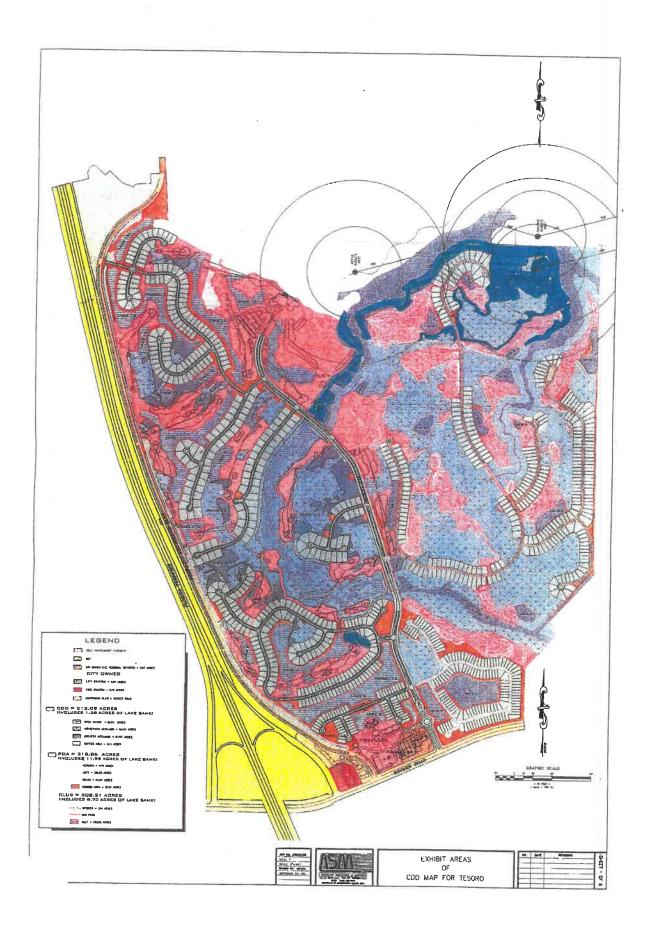


EXHIBIT C

EXAMPLE-WORK AUTHORIZATION FORM

Exhibit C		
Work Authorization		
Contract No. 2018-100		
Contract No. 2018-100 Date: Work Authorization NoWA		
To:(Company Name)		
Pursuant to the Maintenance Services Agreement dated, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.		
Description of Work Authorization services:		
Bill to: District		
The following is/are applicable to this Work Authorization as marked:		
A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of		
B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.		
C.Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents. The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.		

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
Company Name		Tesoro Community Development District	
Ву:	Date:	Ву:	Date:
Ву:	Date:	Ву:	Date:
For Review and Approval (if applicable):			
District Engineer:			
Ву:	Date:		
Completed by:	Date:		

EXHIBIT D - GENERAL RELEASE

The undersigned, for and in consid	leration of the payment of the sum of \$						
	District, (hereinafter referred to as District or Owner),						
receipt of which is hereby acknowledged	as complete compensation for performance of Contract						
receipt of which is hereby acknowledged as complete compensation for performance of Contract Number, does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or							
						indirectly, for the contract between the	parties dated (the Contract). The
						undersigned here certifies that all materia	al men, suppliers, subcontractors or others furnishing
						labor, goods, supplies or materials in co	nnection with the Contract have been fully paid and
						satisfied and hereby agrees to hold harmle	ess and indemnify District from any such claims, liens,
						demands, judgments, causes of action, suit	s or other liabilities which District/Engineer may incur
as a result of any such non-payment or of	her dispute. The undersigned further agrees that in the						
event District is required, in its sole discr	retion, to enforce this release or the Contract in court						
proceedings or otherwise, then District sha	all be allowed to recover reasonable attorneys fees and						
costs incurred, whether incurred at trial, or	a appeal or in alternative dispute resolution.						
,	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
Witnesses:							
	Print Name of Contractor						
·							
	Authorized Signature						
STATE OF FLORIDA							
COUNTY OF							
	s acknowledged before me this day of						
, 2010, 05	, who is personally known /						
produced identification.							
	N. 4. D. 112						
	Notary Public						
	State of Florida at Large						
	My Commission Expires:						

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

Name of Organization	By:
This day of, 2018	By:Name and Title of Person Signing
	(Apply Corporate Seal if filing as a Corporation)
	State of Incorporation:
State of County of	
The foregoing instrument was acknow	vledged before me this day of
known to me or who has produced	who is personally as
identification and who did (did not) take an oa	uth.
Signatur	e of Notary taking acknowledgment

SECTION B

TESORO COMMUNITY DEVELOPMENT DISTRICT

TESORO WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE SERVICES

Request for Proposals No. 2018-200

PROJECT MANUAL

Issue Date: , 2018

District Engineer: Culpepper & Terpening

2980 South 25th Street Fort Pierce, FL 34981

District Manager: George Flint

Governmental Management Services 135 West Central Blvd., Suite 320

Orlando Florida, 32801

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-200 WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE SERVICES

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REPLACE WITH FINAL AD

TESORO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

Wetlands Boundary and Lake Banks Landscape Services St. Lucie County, Florida

Notice is hereby given that the Tesoro Community Development District (referred to herein as the "District" or the "Owner") request proposals to provide maintenance services (Request for Proposals No. 2018-200) including but not limited to, maintenance of wetland preserve/mitigation areas throughout the District, as more specifically set forth in the project manual. The project manual comprised of proposal and contract documents will be available for the public inspection and may be obtained beginning ______, _______, 2018, at 10:00 a.m. at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, ATTN: Stacie Vanderbilt at 407-841-5524. Firms desiring to provide services for this project must submit six (6) copies of the required proposal no later than _____, _____, 2018 by 2:00 p.m. at the office of the District Manager, 135 West Central Blvd., Suite 320, Orlando, Florida 32801, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer. Ranking of Proposals will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District. Tesoro Community Development District George Flint, District Manager

REQUEST FOR PROPOSAL NUMBER 2018-200 WETLAND BOUNDARY AND LAKE BANKS LANDSCAPE SERVICES

INSTRUCTIONS TO PROPOSERS

1.		, 2018 at 2:00
	p.m. at the office of the District Manager, 135 West Central Blvd., Suite	
	Florida 32801 ATTN: George S. Flint. Proposals will be opened publicly at	that time.

- 2. Signature on Proposal: In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
- 3. Familiarity with Laws: The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
- 4. Qualifications of Proposer: The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
- 5. No Proposer shall submit more than one proposal. Proposers shall be disqualified and their proposals rejected if District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.

- 6. Interpretations and Addenda: All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.
- 7. Submission of Proposal: Submit one (1) original and 5 (five) copies of the proposal forms, the proposal security and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation (RESPONSE TO PROPOSAL NO. 2018-200 ENCLOSED) on the face of it.
- 8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
- 10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each Proposer represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
- 11. Basis of Award/Right to Reject or Award: The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
- 12. Contract Award: It is anticipated that the within thirty (30) days of receipt of the Notice of Award, the Proposer will enter into and execute the Contract with the District.
- 13. Pre-Proposal Conference: No pre-proposal conference will be held. However, Proposers are encouraged to make on-site visits to the area for which services are

required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility. Any on-site visits must be scheduled with the District Office by contacting George S. Flint at 407-841-5524. Proposers must have an escort arranged by District Office for any on-site visits.

14. Insurance: All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage and including the required minimum coverages and information as listed below. In the event the Proposer is notified of award, it shall provide proof of Insurance Coverage within fourteen (14) calendar days after notification, or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Contract without exception and failure to do so shall constitute a default.

A. Minimum Limits

Commercial General Liability: \$2,000,000 per occurrence Automobile Liability: \$2,000,000 per occurrence

Workers Compensation: Statutory Employers Liability \$1,000,000

B. Please include the following on the certificate of insurance:

- 1. Reference the Tesoro Community Development District and contract number on the certificate.
- 2. All coverage must be written with an insurance carrier that has an A.M Best's Key Rating of at least A and a financial rating of VII.
- 3. State additional insured on certificate and mark box with a "Y" for certificate holder as additional insured. Additional insured: Tesoro Community Development District must be individually listed as additional insured with respect to all coverage, except workers compensation and employers liability.
- 4. General liability must include contractual liability
- 5. Waiver of subrogation: "A Waiver of subrogation applies in favor of Tesoro Community Development District with respects to all coverage."
- 6. A 30 days notice of cancellation is required.
- 7. All Auto policies need to cover "any Auto" or "Hired, Non-Owned and

scheduled."

8. An authorized agent must sign the certificate.

9. Certificate Holder MUST Read:

Tesoro Community Development

District

Attn: District Manager

135 West Central Blvd., Suite 320

Orlando, Fl. 32801

- 15. Indemnification: The successful Proposer shall fully indemnify and hold harmless District, the District Manager and the District Engineer, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
- 16. Limitation of Liability: Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
- 17. Stormwater Management System Infrastructure: The successful Proposer shall operate in conformance with the ACOE permits including all modifications and SFWMD permits for the areas within the contract.
- 18. All proposals shall include the following information in addition to any other requirements of the proposal documents:
 - A. A narrative description of the Proposer's approach to providing the services as described in the scope of services, provided herein. (Limited to 5 pages).
 - B. Proposer's organizational chart.
 - C. List position or title and corporate responsibilities of key management or supervisory personnel-Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
 - D. Describe proposed staffing levels.
 - E. Financial statements for 2016, 2017 and YTD 2018.
 - F. A list and description of environmental projects undertaken for each of the last three (3) years, including the scope of services provided, the name of the project owner and a contact name and phone number.
 - G. A listing of the total annual dollar value of work, as described above under F,

- completed for each of the last three (3) years.
- H. List all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- I. Three References, including the name address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or current contracts as listed above under F and H.
- J. Current certificates of insurance including certificates for any sub-contractors that will be used.
- K. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
- L. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.
- M. Completed copies of all other forms included within the proposal documents
- 19. Any protest regarding the Proposal Documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
- 20. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the proposal documents.

TESORO COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-200 WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE SERVICES

EVALUATION CRITERIA

1. Personnel

(25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

2. Experience

(25 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work

(25 points)

Does the proposal demonstrate an understanding of the District's needs for the services?

Requested?

4. Financial Capability

(10 points)

Demonstration of financial resources and stability as a business entity, necessary to Complete the services required.

5. Price

(15 points)

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the **initial two-year term** of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

<u>5 points</u> are allocated for the reasonableness of unit prices.

Check reference to term of contract throughout the bid paperwork

PRICE SHEET

TASK	Totals
Vegetation Trimming	Annual Maintenance Cost
Subtotal	
Weed Control	Annual Maintenance Cost
Subtotal	
Litter Removal	Annual Maintenance Cost
Subtotal	
Total	

Notes:

- 1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
- 2. Refer to the scope of services for the specific description and frequency of the services to be provided.
- 3. Invoices will be submitted monthly, prorated, based on the above fees.

TESORO COMMUNITY DEVELOPMENT DISTRICT

BASIC ORGANIZATION INFORMATION

DATI	E SUBMITTED	, 2018	
1.	Proposer[Company Name]	Ď.	/_/ An Individual /_/ A Limited Liability Company /_/ A Limited Liability Partnership /_/ A Partnership /_/ A Corporation /_/ A Subsidiary Corporation
2.	Proposer Company Address:		
	Street Address		
	P.O. Box (if any)		
	City	State	Zip Code
	Telephone	Fax no	
	1st Contact Name	Title _	
	2nd Contact Name	Title_	
3.	Parent Company Name (if applicable)		
4.	Parent Company Address (if different):		
	Street Address		
	P.O. Box (if any)		
	City	State	Zip Code
	Telephone	Fax no	
	1st Contact Name	Title _	
	2nd Contact Name		

P.O. E	3ox (1f any)		
City_		State Zip Code	
Telepl	none	Fax no.	
1 st Co	ntact Name	Title	
If the	Proposer is a corporation, is it incorporated in the State of Florida?		
yes () (Proceed to Question 6.1) no () (Proceed to Question 6.2)		
6.1	If yes, provide the following:		
	Is the Company in good standing with the Florida Secretary of Sta Division of Corporations? yes () no ()		
	If no, please explain		
	·		
	Detailer		
		Charter No	
6.2	If no, provide the following		
	The State in which Proposer is incorporated?		
	Is the Company in good standing with that State? yes () no ()		
	If no, please explain		
	A		
	÷		
	Date incorporated	Charter No.	

7. If the Proposer is a		Proposer is a partnership (including a limited partnership or limited liability
	partne	ership) or limited liability company, is it organized in the State of Florida?
	Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)
	7.1	If yes, is the Proposer registered with the Florida Department of State,
		Division of Corporations? yes () no ()
		If no, please explain
		Is the Proposer in good standing with the State of Florida? yes () no () If no, please explain
		Date Proposer was organized:
	7.2	If no, provide the following:
		The State in which Proposer is organized:
		Is the Proposer in good standing with that State? yes () no ()
		If no, please explain
		Date Proposer was organized:
		Is the Proposer registered as a foreign partnership or limited company with
		the State of Florida? yes () no ()
		If no, please explain

ap	Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract? yes () no ()		
8.1	If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):		
	Type of registration		
	License NoExpiration Date		
	Qualifying individual Title		
	List company(s) currently qualified under this license		
8.2	Does the Proposer hold any registrations or licenses with St. Lucie County and/or the State of Florida applicable to the contract? yes () no ()		
	* * *		
	yes () no () If yes, please list and provide a photocopy of each listed license or		
8.3	yes () no ()		
8.3	yes () no () If yes, please list and provide a photocopy of each listed license or registration: Does the Proposer hold any registrations or licenses with St. Lucie County		
Lis	yes () no () If yes, please list and provide a photocopy of each listed license or registration: Does the Proposer hold any registrations or licenses with St. Lucie County applicable to the contract? yes () no () If yes, please list and provide a photocopy of each listed license or		

10.	What are the Proposer's current insurance limits? (Provide a copy of applic Certificate of Insurance)			
	General Liability Automobile Liability Workers Compensation Expiration Date	\$ \$		
11.	safety violations in the past	Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no () If yes, please describe each violation, fine, and resolution		
	11.1 What is the Proposer's current worker compensation rating? 11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes () no () If yes, please describe each incident			
•				
		*		

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Tesoro Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Proposer	_	By:
This day of,	2009	By:
		(Apply Corporate Seal, in filing as a corporation)
State of Florida County of		t.
The foregoing instrument was acknown to me or who has produced and who did (did not) take an oath.		d before me this day of who is personally as identification
	Signatu	are of Notary taking acknowledgment

TESORO COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF	
COUNTY OF	
Ι	, do hereby certify that I have not, either
directly or indirectly, participated in	collusion or proposal rigging. Affiant is a
in the firm of	, and authorized to make this
affidavit on behalf of the same. I u	understand that I am swearing or affirming under oath to the
truthfulness of the claims made in th	nis affidavit and that the punishment for knowingly making a
false statement includes fines and/or	imprisonment.
Dated this day of	, 2018.
	Signature by authorized representative of Proposer
State of	
The foregoing instrument was 2018, by, known to me or who has produced and who did (did not) take an oath.	as acknowledged before me this day of, of the who is personally as identification
	Signature of Notary taking acknowledgment

TESORO COMMUNITY DEVELOPMENT DISTRICT

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM

This Proposal for environm	mental services has been submitted on this	day of
address is	[compan	ly I whose ousiness
	, telephone number is	and
fax number is	, telephone number is	,
The undersigned ac information provided herei truthful and accurate. Prop pricing information sixty (the contract on the basis of	cknowledges, by the below execution of the in has been provided in full and that such in poser agrees through submission of this Pro 60) days from the date of the Proposal open of this Proposal to enter into and execute the uded in the proposal documents.	is proposal, that all nformation is oposal to honor all ning, and if awarded
this proposal constitutes from the Proposer to constitute of for work for the Tesoro Con Furthermore, the ur	ands that inclusion of false, deceptive or frau aud; and, that the Districts consider such according to a deceptive or frau aud; and, that the Districts consider such according to the following the	ction on the part of ation of a proposal
	dated	
	dated	
Addendum No	dated	
Addendum No	dated	
Addendum No	dated	
		
	Signature by authorized represent	ntative of Proposer
	Date	

EXHIBIT A – Contract Document

AGREEMENT BETWEEN _____ AND THE TESORO COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE MAINTENACE SERVICES

This Agreement is made and entered into this by and between:	day of	, 2018
The Tesoro Community Development District, a government established pursuant to Chapter 190, F St. Lucie County, Florida, and having offices at 13: Orlando, Florida 32801 ("the District"), and	lorida Statutes,	being situated in
("the Contra	ctor").	

RECITALS

WHEREAS, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

WHEREAS, the District has a need to retain an independent contractor to provide wetlands boundary and lake banks landscape services for certain lands within the District; and

WEHERAS, the District finds it in the best interest of the District to engage the services of the Contractor.

- **NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- **Section 1**. **Recitals**. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **Section 2. Duties.** The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.

Section with the followith the followith the following the section with the sectio	on 3. wing so	1	
Montl	nly Trea	atment Costs Annually (per month)	
Contractor sh	all invo	sice the District for services performed monthly.	
Any additiona of the District	al comp t Manag	ensation for additional duties shall be paid only upon the written authorization ger or his designee.	
Section acknowledge	n 4. that Co	Independent Contractor . The District and Contractor agree and ntractor shall serve as an independent contractor of the District.	
continue for a contract may in writing by month basis u	be exte both the pon ago	Term. This Agreement shall commence on, 20 and shall of one (1) year unless terminated in accordance with Section 11 below. This nded by up to two (2) additional one (1) year terms upon mutual agreement are Contractor and District. This agreement may be extended on a month to reement of the parties hereto in writing and subject to appropriation of funds rd of Supervisors.	
Sectio	n 6.	Insurance.	
A.	The C insura	Contractor shall maintain throughout the term of this Agreement the following ance	
	(1)	Worker's Compensation Insurance in accordance with the laws of the State of Florida.	
	(2)	Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:	
		(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;	
		(ii) The District shall be named as additional insured	
	(3)	Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.	
	(4)	Professional Liability Insurance with limits of \$1,000,000 (one million dollars).	
	(5)	Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and	

for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- **Section 7. Indemnification**. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **Section 8. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.
- **Section 9.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.
- **Section 10**. **Authorization**. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **Section 11.** Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.
- **Section 12.** Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **Section 13**. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A .	If to Contractor:	

B. If to District: Tesoro Community Development District

135 West Central Blvd., Suite 320

Orlando, Florida 32801 Attn: District Manager

With a copy to:

Lewis, Longman & Walker PA 515 N. Flagler Drive, Suite 1500 West Palm Beach, Florida 33401 Attention: William G. Capko

Except as otherwise provided in this Agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or a non-business day, shall be deemed received on the next business day. If at any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

- **Section 14.** Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.
- **Section 15.** Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **Section 16. Public Records.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida Law.
- **Section 17.** Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **Section 18. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.
- Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice Chairman
Attest:	;
Print:	Print:

EXHIBIT B

SCOPE OF SERVICES/PROJECT MANUAL

Overall Scope of Services- Definition

Attachment A-Scope of Services

Attachment B- Map of Service Levels

Overall Scope of Services-Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Attachment A- Scope of Services between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District. The District will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District.

1.2 Key Personnel

- 1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.
- 1.2.2 Contractor shall provide one (1) Manager who is knowledgeable of the Contractor's daily activities when performed at the site. The Manager shall serve as the point of contact between the District, Contractor and any other entity and shall be responsible for coordinating all scheduled services with the District and for the timely scheduling of scheduled or unscheduled environmental services.
- 1.2.3 Contractor shall provide at least one (1) full-time onsite Field Manager to observe and monitor the daily or routine activities of landscape "clean-up" and maintenance services on wetlands lake banks covered in the contract.
- 1.2.4 Contractor shall have key personnel office location within St. Lucie County and/or no more than twenty (20) mile from site.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Personnel will wear clean uniform shirts of consistent design and color.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District, be allowed to temporarily store, if necessary, its materials and equipment on site at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 <u>Subcontractors</u>

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the follow shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants,

the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.
- Current certificates of insurance will be provided.

1.9 <u>Document Control and Data Management</u>

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A "document log" shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

1.12 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications. The Contractor shall replace or reimburse the District for the cost of replacement or repairs, at the Contractor's own expense, those wetlands lake banks vegetation and plantings that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system, if applicable, as directed by the District. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the District at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the District.

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated maintenance log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the District and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the District of the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the District two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a "need-to-know" basis. The District shall provide the meeting location.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the District. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know are crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager and/or CDD District Field Manager
- CDD District Engineer
- CDD District Representative
- CDD Environmental Services Provider
- St. Lucie County and its various departments
- Florida Turnpike Authority
- Florida Department of Transportation
- SFWMD
- US Army Corps of Engineers
- Adjacent property owners, as directed by the District
- Tesoro Club operating staff and Golf Course maintenance staff

2.2 <u>Contractor's District Manager and Project Manager</u>

Contractor shall designate an on-site representative who will be responsible for overall

supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by District. Contractor will also provide District with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

2.3 Contractor's Vehicles and Equipment

Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel. All Contractors vehicles must operate in a safe and courteous manner while on site. Pedestrians have the right-of-way, and service vehicles are expected to yield. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

2.4 <u>Contractor's Additional Provisions</u>

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any landscape maintenance deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish.

Weekly inspections will be conducted in conjunction with a management representative of the District.

A monthly report will be provided to the client summarizing activities completed, in progress and planned.

Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise District, accordingly.

While working within the boundaries of Tesoro Community, Contractor shall not display its company name and/or logo. Contractor will be required to have a "Tesoro Landscape Services" magnetic sign located on each side of its vehicle (driver and front passenger doors) while working within the limits of the Tesoro community.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with landscape "clean-up" and maintenance services including trimming of vegetation, weed control, debris removal and trash removal, as required in this Agreement and defined in Attachment A-Scope of Services. The contractor shall make a complete site inspection of Tesoro, specifically the areas of Districts maintenance. Attachment A-Scope of Services includes plan identifying the general limits of Districts maintenance by area. All landscaping of wetlands lake banks (from lake edge to top of lake scope as defined in Attachment A-Scope of Services within the Districts areas shall be maintained by this Contractor in accordance with the following requirements:

SEE ATTACHMENT A-Scope of Services

4. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required and any emergency maintenance and repairs as provide in the above noted Performance Specifications on an immediate basis.

5. <u>ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM</u>

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

5.1 General

- 5.1.1 This program shall be a comprehensive narrative and, where applicable, be a graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in Attachment A- Scope of Services. The program document shall contain key information relative to the major components described below.

 The program document shall be presented in a three-ring binder using standard 8½ x 11 inch pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11 x 17 inch pages for diagrams and/or graphics that fold out if necessary. The document shall include as minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).
- 5.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

5.1.3 The Contractor shall prepare draft copies of the document for review and comment by the District within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the District prior to issuance of the final document. All District comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the District.

First draft
 Second draft
 Third draft
 Final document
 Six (6) bound copies, one (1) unbound copy
 Six (6) bound copies, one (1) unbound copy
 Ten (10) bound copies, two (2) digital copies on 3½ diskettes

5.2 Administration

- 5.2.1 The administration section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all administrative matters generally described in Attachment A- Scope of Services and as outlined below.
- 5.2.2 Organization charts for administrative management functions shall include key personnel names, job titles, and phone numbers.
- 5.2.3 Policies and procedures related to the Contractor's program for communications with the community relative to general maintenance operations, customer services, and irrigation user issues.
- 5.2.4 Policies and procedures related to the coordination and communications with developers, builders, and others who are a part of the continuing development and construction of the community.
- 5.2.5 Personnel policies and procedures related to the Contractor's personnel performing services on the site.

5.3 Operations

- 5.3.1 The operations section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all operations/customer service matters generally described in Attachment A-Scope of Services and as outlined below.
- 5.3.2 Organization charts for operations and customer service-related functions shall include key personnel names, job titles, and phone numbers.

- 5.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 6.2, Emergency Response Program for further details), etc.
- 5.3.4 Policies and procedures related to the Contractor's safety program.

5.4 Maintenance

5.4.1 The maintenance section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all wetlands boundary landscape maintenance matters generally described in Attachment A- Scope of Services and as outlined below.

The Administration, Operation and Maintenance Program shall be submitted by the Contractor for review and approval by the District Manager/District Field Manager. The Contractor shall modify the program as required by the District Manager/District Field Manager.

6. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the District, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the District shall, at the Contractor's sole expense, provide the requested services.

6.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the District, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.
- The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

Attachment A- Scope of Services

Wetlands Boundary and Lake Banks Landscape Service Area Requirements

Scope of Services included under this contract will be the following activities within the areas described in Attachment B – Map of Service Levels:

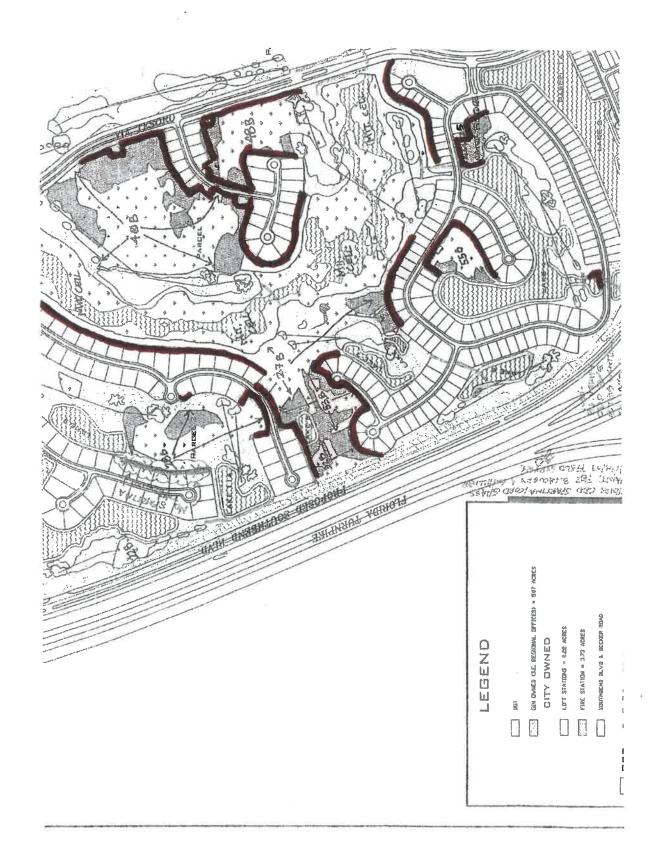
- Trimming of Vegetation (Entire Service Area To be Completed 1 time per month)
 - All vegetation is to be trimmed neatly on wetland banks from the lake edge to the top of the lake slope
- Weed Control (Entire Service Area To be Completed 1 time per month)
 - Mechanical Weed Control is to be used on all service areas. The use of Herbicide treatment is permitted if it is deemed necessary by the Contractor and District Representative. All products to be applied using manufacturer's instructions and all state and federal regulations.
- Debris Removal/Trash Clean Up
 - All debris and trash found in the service areas is to be removed and disposed of by Contractor.

The contractor is to provide a crew to work within the Tesoro Community, providing landscape "clean-up" and maintenance services on wetlands lake banks (from lake edge to top of lake slope; See attached Map of Service Areas for service area schedule). The Contractor may adjust this schedule based upon specific District needs. This crew will be equipped with a four wheel drive utility cart including all landscape hand-tools and two-cycle engine equipment required for general work. The Contractor is responsible for having the Field Manager meet with the District Representative twice monthly to review the property and identify any areas not being maintained in accordance with the Scope of Services.

This regular work schedule will be during daylight hours Monday through Friday, for a total of forty (40) hours per week. In the event that the District requires the services of this crew for more than 40 hours in any given week, Contractor will offer these services on an overtime basis. Overtime will have to be authorized by a representative of the District.

See Map of Service Areas for more definition of Areas.

Attachment B- Map of Service Levels



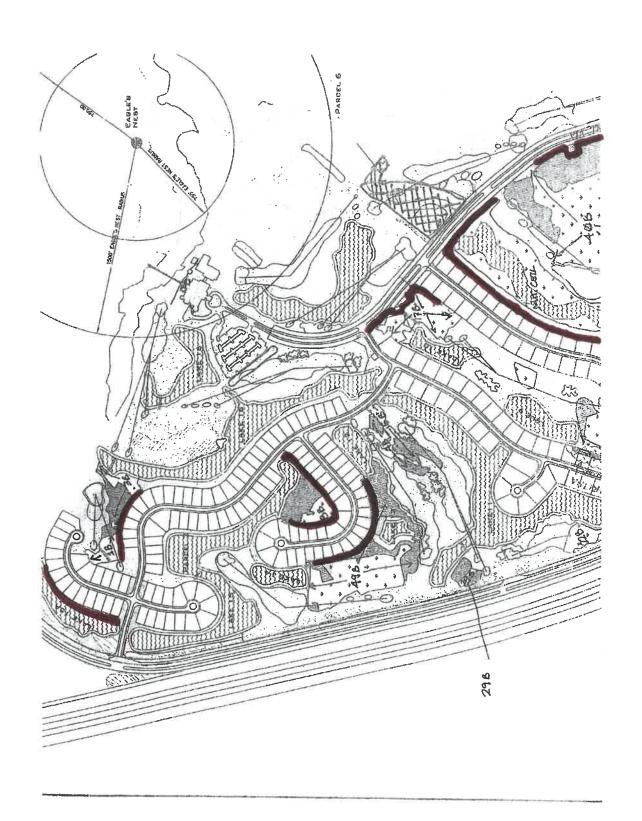


EXHIBIT C

EXAMPLE-WORK AUTHORIZATION FORM

Exhibit C
Work Authorization
<u>Contract No. 2018-200</u>
Contract No. 2018-200 Date:, 2018 Work Authorization NoWA
To: (Company Name)
Pursuant to the Maintenance Services Agreement dated, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.
Description of Work Authorization services:
Bill to: District
The following is/are applicable to this Work Authorization as marked:
A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$
B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.
C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents. The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:		
Company Name		Tesoro Community Development Distr	rict	
Ву:	Date:	By:	Date:	
Ву:	Date:	By:	Date:	
For Review and Approval (if applicable):				
District Engineer:				
By:	Date:			
Completed by:	Date:			

EXHIBIT D - GENERAL RELEASE

The undersigned, for and in consid	eration of the payment of the sum of \$
paid by Tesoro Community Development which is hereby acknowledged as comple	District, (hereinafter referred to as Owner), receipt of the compensation for performance of Contract Number ompletely discharge and release the Owner, its agents
District Engineer from any and all debts causes of action, suits, bonds, liabilities, ju equity, which the undersigned ever had, performed, material furnished or services refered the parties dated (the material men, suppliers, subcontractors or connection with the Contract have been ful and indemnify Owner from any such claim other liabilities which Owner/Engineer madispute. The undersigned further agrees that to enforce this release or the Contract in	s, successors and assigns, the District Manager, and the s, accounts, promises, damages, liens, encumbrances, adgments, claims and demands whatsoever, in law or in now has or might hereafter have on account of labor rendered, directly or indirectly, for the contract between the Contract). The undersigned here certifies that all others furnishing labor, goods, supplies or materials in ly paid and satisfied and hereby agrees to hold harmless as, liens, demands, judgments, causes of action, suits on any incur as a result of any such non-payment or other at in the event Owner is required, in its sole discretion, court proceedings or otherwise, then Owner shall be stand costs incurred, whether incurred at trial, on appeal
Witnesses:	Print Name of Contractor
STATE OF FLORIDA COUNTY OF	Authorized Signature
The foregoing instrument was ackn 2018, by	owledged before me this day of, who is personally known / produced identification.
	Notary Public State of Florida at Large

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Owners, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

	Ву:
Name of Organization	,
This, 2018	By: Name and Title of Person Signing
	(Apply Corporate Seal if filing as a Corporation)
	State of Incorporation:
State of County of	
The foregoing instrument was ack	knowledged before me this day of, 2018, by who is personally known to me o
who has producedtake an oath.	who is personally known to me o as identification and who did (did not
Sign	nature of Notary taking acknowledgment

SECTION VII



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

August 13, 2018

Board of Supervisors
Tesoro Community Development District
c/o GMS, LLC
135 West Central Blvd, Suite 320
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Tesoro Community Development District, St. Lucie County, Florida ("the District") for the fiscal year ended September 30, 2018. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tesoro Community Development District as of and for the fiscal year ended September 30, 2018. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2018 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

Very truly yours,

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be

public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$2,800 for the September 30, 2018 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tesoro Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Grau & Associates	
Jon Den	
Antonio J. Grau	
RESPONSE:	
This letter correctly sets forth the understanding of Tesoro Comm	munity Development District.
Ву:	
Title:	
Date:	



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair AICPA Peer Review Board 2016

ADDENDUM TO ENGAGEMENT LETTER BETWEEN GRAU AND ASSOCIATES AND TESORO COMMUNITY DEVELOPMENT DISTRICT (DATED AUGUST 28, 2018)

<u>Public Records</u>. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-CF, LLC 135 WEST CENTRAL BLVD., SUITE 320 ORLANDO, FL 32801 TELEPHONE: 407-841-5524 EMAIL: GFLINT@GMSCFL.COM

Auditor:	District:
Title:	Title:
Date:	Date:

SECTION VIII

Website Compliance Proposal For Tesoro CDD (http://www.tesorocdd.com/)

Website Accessibility for People with Disabilities

as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Version Log

Date Version# Comments		Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	2.0	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	3.0	Added WCAG Standards Compliance	VB Joshi
July 2, 2018	4.0	Added Software and Training section	VB Joshi
August 10, 2018	5.0	Added CDD Specific details	VB Joshi

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



www.VGlobalTech.com
Email: contact@VGlobalTech.com







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1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
 - o This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: Normal / Simple Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

2.1 One time (conversion and compliance cost):

	Task	Estimated hrs	Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	30 – 40 hrs	\$600
2.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	10-20hrs	\$500
3.	Create a webpage showing websites ADA Compliance efforts	2 hr	\$50
4.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	2 hr	\$50
	Total (one-time compliance / conversion cost)		\$1200 / one-time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Estimated hrs	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	1-2 hrs/ month	\$100
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	1 - 2 hrs	\$75
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	2 hr	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	1 hr – 2 hrs/ month	\$700
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	2 - 3 hrs / month	\$250
	Annual Maintenance		\$1200 / year

This proposal is valid includes following points and stipulations:

- *(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *unless otherwise noted
- * email and phone communication
- *Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- *Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- *Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing their marketing services agreement by mailing a signed letter to 636 Fanning Drive, Winter Springs, FL 32708. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas. patentable ideas and/or trade secrets, existing and/or contemplated products and services. research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

1.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and datelow.			
The VGlobalTech proposed solution has been accepted by the team can proceed with the project. All payments shall be mad			
For Customer	Date		
VB Joshi			
For VGlobalTech	Date		

2.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

https://www.ada.gov/pcatoolkit/chap5toolkit.htm

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: http://vglobaltech.com/website-compliance/



www.VGlobalTech.com

Email: contact@VGlobalTech.com







SECTION IX

SECTION C

SECTION 1

TesoroCommunity Development District

Check Run Summary

May 19, 2018 thru August 20, 2018

Fund	Date	Check No.'s A		Amount
General Fund	6/5/18	790	dr.	104.06
ooretai i ara			\$	124.06
	6/7/18	791	\$	3,923.27
	6/20/18	<i>7</i> 92- <i>7</i> 95	\$	10,035.68
	6/26/18	796	\$	25,332.00
	7/6/18	797	\$	3,872.39
	7/10/18	798-799	\$	1,719.22
	7/17/18	800	\$	7,498.83
	7/24/18	801-802	\$	2,620.87
	8/1/18	803	\$	12,666.00
	8/6/18	804	\$	3,908.58
	8/14/18	805	\$	7,498.83
			\$	79,199.73

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE *** CHECK DATES 05/19/2018 - 08/20/2018 *** TESORO CDD BANK A TESORO CDD	R CHECK REGISTER	RUN 8/20/18	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
6/05/18 00007 5/29/18 6-197-08 201805 310-51300-42000 DELIVERY 05/22/18		124.06	
FEDEX			124.06 000790
6/0//18 00004 6/01/18 273 201806 310-51300-34000	*	2,575.00	
MANAGEMENT FEES JUN18 6/01/18 273 201806 310-51300-35100 INFO TECHNOLOGY JUN18	*	41.67	
6/01/18 273 201806 310-51300-51000 OFFICE SUPPLIES	*	20.09	
6/01/18 273 201806 310-51300-42000	*	1.41	
POSTAGE 6/01/18 273 201806 310-51300-42500 COPIES	*	35.10	
6/01/18 274 201806 320-53800-12000 FIELD MANAGEMENT JUN18	*	1,250.00	
GOVERNMENTAL MANAGEMENT SERVICE	ES		3,923.27 000791
6/20/18 00014 6/01/18 169/1 201805 310-51300-32200 FY17 AUDIT SERVICES	*	1,000.00	
GRAU AND ASSOCIATES			1,000.00 000792
6/20/18 00008 6/11/18 WGC-1251 201805 310-51300-31500 PREP/ATTND MTG/REV.CORRES	*	1,429.60	
LEWIS, LONGMAN & WALKER, PA			1,429.60 000793
6/20/18 00005 5/22/18 2022012 201805 310-51300-48000 NOTICE OF MEETING-5/22/18	*	107.25	
TREASURE COAST NEWSPAPER			107.25 000794
6/20/18 00026 6/10/18 83812 201806 320-53800-47300 MTHLY LANDSCAPE MTN .TUN18	*	7,498.83	
WELLINGTON PRO LAWN			7,498.83 000795
6/26/18 00017 5/29/18 3676 201805 320-53800-46200 WESTLK/WETLAND MTN-MAY18	*	7,093.00	
5/29/18 3676 201805 330-53800-46200 EASTLK/WETLAND MTN-MAY18	*	5,573.00	
6/25/18 3696 201806 320-53800-46200	*	7,093.00	
WESTLK/WETLAND MTN-JUN18 6/25/18 3696 201806 330-53800-46200 EASTLK/WETLAND MTN-JUN18	*	5,573.00	
NATIVE LANDS MANAGEMENT, INC.			25,332.00 000796
7/06/18 00004 7/02/18 275 201807 310-51300-34000 MANAGEMENT FEES JUL18	*	2,575.00	

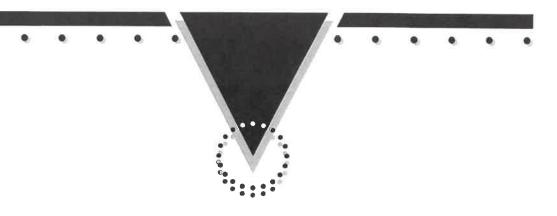
TES -- TESORO -- BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER C *** CHECK DATES 05/19/2018 - 08/20/2018 *** TESORO CDD BANK A TESORO CDD	HECK REGISTER	RUN 8/20/18	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
7/02/18 275 201807 310-51300-35100 . INFO TECHNOLOGY JUL18	*	41.67	
7/02/18 275 201807 310-51300-51000 OFFICE SUPPLIES	*	. 54	
7/02/18 275 201807 310-51300-42000 POSTAGE	*	5.18	
7/02/18 276 201807 320-53800-12000 FIELD MANAGEMENT JUL18	*	1,250.00	
GOVERNMENTAL MANAGEMENT SERVICES			3,872.39 000797
7/10/18 00007 7/03/18 6-232-22 201806 310-51300-42000 DELIVERY 06/26/18	*	19.22	
FEDEX			19.22 000798
7/10/18 00014 6/29/18 17118 201806 310-51300-32200 FY17 AUDIT FINAL PAYMENT		1,700.00	
GRAU AND ASSOCIATES			1,700.00 000799
//1//18 00026 //08/18 84090 201807 320-53800-47300 MTHLY LANDSCAPE MNT JUL18	*	7,498.83	
WELLINGTON PRO LAWN			7,498.83 000800
7/24/18 00006 7/17/18 83380 201806 310-51300-31100 DRAIN.EASMNT.RESEARCH/RVW	*	2,116.00	
CULPEPPER & TERPENING, INC.			2,116.00 000801
7/24/18 00008	*	504.87	
LEWIS, LONGMAN & WALKER, PA	- 		504.87 000802
8/01/18 00017 7/27/18 3710 201807 320-53800-46200 WESTLK/WETLAND MTN JUL18	*	7,093.00	
7/27/18 3710	*	5,573.00	
NATIVE LANDS MANAGEMENT, INC.			12,666.00 000803
8/06/18 00004 8/01/18 277 201808 310-51300-34000 MANAGEMENT FEES AUG18	*	2,575.00	-
8/01/18 277 201808 310-51300-35100 INFO TECHNOLOGY AUG18	*	41.67	
8/01/18 277 201808 310-51300-51000 OFFICE SUPPLIES	*	.60	
8/01/18 277 201808 310-51300-42000 POSTAGE	*	5.10	
8/01/18 277 201808 310-51300-42500 COPIES	*	29.55	

TES -- TESORO -- BPEREGRINO

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PRE: 05/19/2018 - 08/20/2018 *** TESORO CDD BANK A TESORO CDD	PAID/COMPUTER CHECK REGISTER	RUN 8/20/18	PAGE 3
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	CHECK
	8/01/18 277 201808 310-51300-41000 TELEPHONE	*	6.66	
	8/01/18 278 201808 320-53800-12000 FIELD MANAGEMENT AUG18	*	1,250.00	
	GOVERNMENTAL MANAGI	EMENT SERVICES		3,908.58 000804
8/14/18 00026	8/06/18 84373 201808 320-53800-47300 MTHLY LANDSCAPE MNT AUG18	*	7,498.83	
	WELLINGTON PRO LAW	N		7,498.83 000805
	,	MOMENT FOR RANK A		
		TOTAL FOR BANK A	79,199.73	
		TOTAL FOR REGISTER	79,199.73	

SECTION 2



Tesoro Community Development District

Unaudited Financial Reporting July 31, 2018



Table of Contents

1	Balance Sheet
2	General Fund
3	Month to Month
4	Assessment Receipt Schedule
5	Stormwater Fee Schedule

Tesoro

COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET July 31, 2018

	General
Assets:	
Cash	\$169,571
Investment - Custody Account	\$433,843
Total Assets	\$603,414
<u>Liabilities:</u>	
Accounts Payable	\$12,666
Fund Equity:	
Fund Balances:	
Unassigned	\$478,694
Assigned	\$112,054
Total Liabilites, Fund Equity & Other Credits	\$603,414

Tesoro

COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures

For The Period Ending July 31, 2018

	Adopted Budget	Prorated Thru 7/31/18	Actual Thru 7/31/18	Variance
Revenues:	- Sought	11110 77 527 50	1100 7731/10	Variance
Stormwater Fees	\$210,000	\$210,000	\$238,404	\$28,404
Assessments	\$70,996	\$70,996	\$69,381	(\$1,615)
Interest	\$4,000	\$3,333	\$6,382	\$3,049
Total Revenues	\$284,996	\$284,329	\$314,166	\$29,837
Expenditures:				
<u>Administrative</u>				
Supervisor Fees	\$4,000	\$3,000	\$600	\$2,400
FICA Expense	\$306	\$230	\$46	\$184
Engineering	\$5,000	\$4,167	\$2,604	\$1,563
Attorney	\$10,000	\$8,333	\$2,153	\$6,181
Annual Audit	\$2,700	\$2,700	\$2,700	\$0
Assessment Roll Administration	\$2,500	\$2,500	\$2,500	\$0
Management Fees	\$30,900	\$25,750	\$25,750	\$0
Computer Time	\$500	\$417	\$417	(\$0)
Telephone	\$150	\$125	\$0	\$125
Postage	\$1,100	\$917	\$178	\$739
Insurance	\$6,844	\$6,844	\$6,222	\$622
Printing & Binding Legal Advertising	\$1,200	\$1,000	\$55	\$945
Other Current Charges	\$1,750 \$750	\$1,458	\$269	\$1,189
Office Supplies	\$300	\$625	\$432	\$193
Dues, Licenses & Subscriptions	\$175	\$250 \$175	\$22 \$175	\$228 \$0
Total Administrative	\$68,175	\$58,490	\$44,122	\$14,368
Maintenance				
Field Operations				
Field Management Fees	\$15,000	\$12,500	\$12,500	\$0
<u>West Side</u>				
Mitigation Maintenance	\$85,116	\$70,930	\$70,930	\$0
Landscaping	\$89,986	\$74,988	\$74,988	\$0
Electric	\$10,000	\$8,333	\$403	\$7,931
Plant Replacement	\$5,000	\$4,167	\$0	\$4,167
Fountain Repairs	\$5,000	\$3,336	\$3,336	\$0
Contingency	\$26,022	\$21,685	\$0	\$21,685
<u>East Side</u>	4	4.7		
Mitigation Monitoring	\$7,500	\$6,250	\$0	\$6,250
Mitigation Maintenance Plant Replacement	\$66,876	\$55,730	\$55,730	\$0
Contingency	\$5,000 \$13,375	\$4,167 \$11,146	\$0 \$0	\$4,167 \$11,146
Total Maintenance	\$328,875	\$273,232	\$217,887	\$55,345
		4213,232	\$217,007	333,343
Total Expenditures	\$397,050		\$262,009	
Excess Revenues (Expenditures)	(\$112,054)		\$52,158	
Fund Balance - Beginning	\$112,054		\$538,590	
Fund Balance - Ending	\$0		\$590,748	

Tesoro CDD Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Арг	Мау	Jun	lut	Aug	Sep	Total
Revenues:													
Stormwater Fees	\$0	\$0	\$0	\$0	\$0	\$220,620	\$2,069	\$2,009	\$758	\$12.047	ćo	ćo.	4000 444
Assessments	\$0	\$1,801	\$60,382	\$1,041	\$98	\$704	\$700	\$2,009	\$4,310	\$12,947 \$94	\$0 \$0	\$0	\$238,404
Interest	\$546	\$480	\$524	\$581	\$590	\$653	\$697	\$744	\$751	\$816	\$0 \$0	\$0 \$0	\$69,381 \$6,382
Total Revenues	\$546	\$2,280	\$60,906	\$1,622	\$687	\$221,977	\$3,466	\$3,006	\$5,819	\$13,857	\$0	\$0	\$314,166
Expenditures:													
Supervisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$600
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46	\$0	\$0	\$0	\$0	\$46
Engineering	\$0	\$0	\$0	\$0	\$488	\$0	\$0	\$0	\$2,116	\$0	\$0	\$0	\$2,604
Attorney	\$92	\$0	\$0	\$0	\$126	\$0	\$0	\$1,430	\$505	\$0	\$0	\$0	\$2,153
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,700	\$0	\$0	\$0	\$2,700
Assessment Roll Administration	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
District Management Fees	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575	\$0	\$0	\$25,750
ComputerTime	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$0	\$0	\$417
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$10	\$5	\$1	\$2	\$5	\$0	\$3	\$125	\$21	\$5	\$0	\$0	\$178
Insurance	\$6,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,222
Printing & Binding	\$15	\$3	\$1	\$0	\$0	\$0	\$0	\$0	\$35	\$0	ŚO	\$0	\$55
Legal Advertising	\$162	\$0	\$0	\$0	\$0	\$0	\$0	\$107	\$0	\$0	\$0	\$0	\$269
Other Current Charges	\$55	\$57	\$41	\$43	\$42	\$35	\$37	\$41	\$41	\$40	\$0	\$0	\$432
Office Supplies	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$1	\$0	\$0	\$22
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$11,847	\$2,682	\$2,660	\$2,662	\$3,278	\$2,652	\$2,657	\$5,967	\$7,054	\$2,663	\$0	\$0	\$44,122
Field Operations Field Management Fees	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$12,500
West Side													
Mitigation Maintenance	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$7,093	\$0	\$0	\$70,930
Landscaping	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$0	\$0	\$74,988
Plant Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$250	\$570	\$2,516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,336
Electric	\$11	\$11	\$11	\$11	\$304	\$11	\$11	\$11	\$11	\$11	\$0	\$0	\$403
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>East Side</u>													
Mitigation Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mitigation Maintenance	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$5,573	\$0	\$0	\$55,730
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$21,426	\$21,676	\$21,996	\$23,942	\$21,719	\$21,426	\$21,426	\$21,426	\$21,426	\$21,426	\$0	\$0	\$217,887
Total Expenditures	\$33,273	\$24,358	\$24,656	\$26,604	\$24,997	\$24,078	\$24,083	\$27,393	\$28,480	\$24,088	\$0	\$0	\$262,009
Excess Revenues (Expenditures)	(\$32,726)	If no man)	424.250	Mar 000	1400.000								
neserves freheining es)	(\$32,726)	(\$22,077)	\$36,250	(\$24,982)	(\$24,309)	\$197,898	(\$20,616)	(\$24,387)	(\$22,661)	(\$10,232)	\$0	\$0	\$52,158

TESORO COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT RECEIPTS - FY2018

TAX COLLECTOR

Gross Assessments \$

75,985

75,985

4,176.45

93.76 \$

69,380.70 \$

\$

\$

4.176.45

69,380.70

93.76

Net Assessments S 71,426 71,426 Date **Gross Assessments** Discounts/ Commissions Interest **Net Amount** General Fund Total Received Dist. Received **Penalties** Paid Income Received 100.00% 100% 11/7/17 ACH 90.27 \$ \$ 90.27 90.27 90.27 11/17/17 ACH \$ 1,200.40 48.04 \$ 23.06 \$ Ś 1.129.30 \$ 1,129.30 \$ 1,129.30 11/17/17 AP Ś 758.75 \$ \$ (758.75) \$ (758.75) (758.75)11/22/17 ACH \$ 1,339.91 1,339.91 1,339.91 1.339.91 11/30/17 \$ 7,178.95 287.11 **ACH** 137.84 \$ \$ \$ 6,754.00 6,754.00 6,754.00 \$ 12/8/17 **ACH** 54,569.91 \$ 2,182.80 \$ 1,047.74 \$ \$ 51,339.37 51,339.37 \$ 51.339.37 12/15/17 ACH \$ 1,979.65 78.89 38.02 \$ 1,862.74 Ś Ś 1,862.74 1,862.74 12/22/18 ACH Ś \$ 183.12 5.52 3.55 \$ \$ 174.05 174.05 174.05 12/28/17 ACH \$ 264.50 7.96 5.13 \$ \$ 251.41 \$ 251.41 251.41 1/5/18 ACH \$ 457.78 14.03 Ś 8.87 Ś \$ 434.88 \$ 434.88 434.88 1/5/18 **ACH** \$ 48.03 1.44 0.94 45.65 \$ 45.65 45.65 1/12/18 ACH \$ 590.02 \$ 17.71 \$ 11.44 \$ \$ 560.87 \$ 560.87 560.87 2/9/18 ACH \$ 61.04 \$ 1.61 \$ 1.20 \$ \$ 58.23 \$ 58.23 \$ 58.23 2/23/18 ACH \$ 40.69 \$ 0.41 \$ 0.81 \$ \$ 39.47 \$ \$ 39.47 39.47 ACH 3/2/18 \$ 40.69 \$ \$ 0.41 0.80 \$ 39.48 39.48 \$ 39.48 3/9/18 ACH \$ 101.73 \$ 1.02 \$ 2.02 \$ \$ 98.69 \$ 98.69 \$ 98.69 3/16/18 ACH \$ 61.04 \$ Ś 0.62 1.20 \$ 59.22 \$ 59.22 \$ 59.22 3/19/18 ACH \$ 183.12 \$ 5.02 \$ 68.28 \$ 246.38 246.38 \$ 246.38 3/23/18 ACH \$ 30.52 \$ \$ \$ 0.63 0.91 \$ 30.80 \$ 30.80 \$ 30.80 3/30/18 \$ ACH 233.98 \$ \$ 4.68 \$ 229.30 229.30 \$ 229.30 4/6/18 ACH \$ 437.44 \$ \$ 8.74 \$ 428.70 \$ 428.70 \$ 428.70 \$ 4/13/18 ACH 244.15 Ś \$ 4.90 \$ 0.92 \$ 240.17 240.17 \$ 240.17 4/27/18 ACH \$ 30.52 \$ \$ 0.63 \$ 0.92 \$ 30.81 \$ 30.81 Ś 30.81 5/4/18 ACH \$ 101.34 \$ \$ 2.10 \$ 3.05 102.29 102.29 \$ 102.29 5/15/18 ACH \$ 61.04 \$ 1.26 \$ 1.84 61.62 61.62 \$ 61.62 5/16/18 ACH \$ \$ \$ 48.03 0.97 \$ 47.06 \$ 47.06 \$ 47.06 5/23/18 ACH \$ 40.69 \$ \$ 0.83 \$ 1.22 41.08 \$ 41.08 \$ 41.08 6/1/18 ACH \$ 61.04 \$ \$ 1.26 \$ 1.83 \$ 61.61 \$ \$ 61.61 61.61 6/8/18 ACH \$ 71.21 \$ \$ 1.47 \$ 2.14 \$ 71.88 71.88 \$ 71.88

85.23 \$

1.92 \$

2,161.01 \$

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151.66

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232.77 \$

4,176.45

93.76 \$

69,290.43 \$

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6/27/18

7/17/18

Totals

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4,110.02

95.68 \$

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73,956.51 \$ 2,647.57 \$

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Tesoro COMMUNITY DEVELOPMENT DISTRICT

Stormwater Fee Schedule Fiscal Year 2018

Date	Check #	Net Receipts
3/20/18	269092	\$220,619.7
4/16/18	270204	\$2,069.2
5/14/18	271120	\$2,009.44
6/18/18	272174	\$758.39
7/20/18	273108	\$12,946.93
	Total	\$238,403.79

SECTION 3

NOTICE OF MEETINGS TESORO COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2019

As required by Chapter 190 Florida Statutes, notice is being given that the Board of Supervisors of the **Tesoro Community Development District** does not meet on a regular basis but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time and location of said meetings. Meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors, staff or other individuals will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint Governmental Management Services - Central Florida, LLC District Manager