

***Tesoro Community
Development District***

Agenda

September 26, 2019

AGENDA

Tesoro

Community Development District

135 W. Central Blvd., Suite 320, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 19, 2019

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 **Thursday, September 26, 2019** 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:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of May 29, 2019 Meeting
4. Tally of Audit Committee Members Rankings and Selection of an Auditor
5. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Consideration of Letters of Interest to Fulfill the Board Vacancy with a Term Ending November 2020
 - B. Administration of Oath of Office to Newly Appointed Supervisor
 - C. Consideration of Resolution 2019-04 Electing an Assistant Secretary
4. Approval of Minutes of the May 29, 2019 Meeting
5. Consideration of Resolution 2019-05 Amending Resolution 2019-03 Setting a Public Hearing
6. Public Hearing
 - A. Consideration of Resolution 2019-06 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2019-07 Imposing Special Assessments and Certifying an Assessment Roll
7. Consideration Items
 - A. First Amendment to the Wetland, Lake and Upland Preserve Maintenance Services with Native Lands Management, Inc.
 - B. First Amendment to the Wetlands Boundary and Lake Banks Landscape Maintenance Agreement with Wellington Pro Lawn Care
 - C. Agreement as to Responsibility for Environmental Permits
 - D. Reciprocal Easement Agreement
8. Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for Fiscal Year 2019
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 2020 Meeting Schedule
 - iv. Field Manager's Report
- 10. Audience Comments
- 11. Supervisor's Requests
- 12. Adjournment

The second order of business of the Audit Committee 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 from the May 29, 2019 meeting. The minutes are enclosed for your review. The fourth order of business is the tally of the audit committee members rankings and selection of an auditor. Rankings from all audit committee members will be tallied at the meeting to develop an overall audit committee ranking. The RFP responses have been provided separately and the tally sheet has been enclosed in your agenda package.

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 Organizational Matters. Section A is consideration of letters of interest to fulfill the Board vacancy with a term ending November 2020. Section B is administration of Oath of Office to the newly appointed supervisor. Section C is consideration of Resolution 2019-04 electing an assistant secretary. A copy of the resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the May 29, 2019 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business is consideration of Resolution 2019-05 amending Resolution 2019-03 setting a public hearing. A copy of the resolution is enclosed for your review.

The sixth order of business opens the public hearing. Section A is consideration of Resolution 2019-06 adopting the Fiscal Year 2020 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of Resolution 2019-07 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review.

The seventh order of business is consideration items. Section A is the First Amendment to the Wetland, Lake and Upland Preserve Maintenance Services Agreement with Native Lands Management, Inc. A copy of the amendment is enclosed for your review. Section B is the First Amendment to the Wetlands Boundary and Lake Banks Landscape Maintenance Services Agreement with Wellington Pro Lawn Care. A copy of the amendment is enclosed for your review. Section C is Agreement as to Responsibility for Environmental Permits. A copy of the agreement is enclosed for your review. Section D is consideration of Reciprocal Easement Agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is acceptance of Audit Committee recommendation and selection of #1 ranked firm to provide auditing services for Fiscal Year 2019.

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 2020 meeting schedule. A sample notice is enclosed for your review. Section 4 is the Field Managers Report. A copy of the report is being provided under separate cover.

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

Sincerely,

A handwritten signature in purple ink, appearing to read 'G. S. Flint'.

George S. Flint,
District Manager

Cc: William Capko, District Counsel
Butch Terpening, District Engineer
Darrin Mossing, GMS

Enclosures

AUDIT COMMITTEE MEETING

SECTION III

MINUTES OF MEETING
TESORO
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Tesoro Community Development District was held Wednesday, May 29, 2019 at 10:20 a.m. at the Tesoro Club, Grill Room, 2000 S.E. Via Tesoro, Port St. Lucie, Florida.

Present were:

Sal Spano
Kathy Fialco
Hal Fenner
Rina Osle-Girard
Jason Showe
William Capko
William Viasalyers
Stefan Matthes

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll and a quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe noted only members of the Board and staff present. The next item followed.

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposals and Selection Criteria

Mr. Showe presented the request for proposals and selection criteria. He noted the Board only had flexibility with one item, they can include price or not include price. Mr. Showe noted it is their recommendation is to include price because most people who bid on this are qualified. Including price gives a way to break out the services. Mr. Spano agreed they should include price.

On MOTION by Mr. Spano seconded by Mr. Fenner with all in favor, the Request for Proposals and Selection Criteria, was approved.
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B. Approval of Notice of Request for Proposals for Audit Services

Mr. Showe stated the notice will be placed in the newspaper and they are expected bids back by August 28th, 2019.

On MOTION by Mr. Spano seconded by Mr. Fenner with all in favor, the Notice of Request for Proposals for Audit Services, was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Mr. Showe announced the Tesoro CDD was requesting bids for the annual auditing services in accordance with the ad and documents approved by the Audit Committee today.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

Tesoro CDD Auditor Selection

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understanding of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
Grau & Associates					<div>2019 - \$2,800</div> <div>2020 - \$2,900</div> <div>2021 - \$3,000</div>		
Berger, Toombs, Elam, Gaines & Frank					<div>2019 - \$2,880</div> <div>2020 - \$2,880</div> <div>2021 - \$2,880</div>		

BOARD OF SUPERVISORS MEETING

SECTION III

SECTION A

JOEY CUETO

113 SE Rio Palermo • Port St. Lucie, FL 34984

joeycueto50@yahoo.com • Cell: 305-773-4913

Educator • Manager • Trainer • Supervisor • Director • Sales • Curriculum Development • Strategic Planning • Relationship Management

Key strengths and competencies:

- Highly organized
- Energetic and creative
- Managerial experience
- Fast learner committed to life-long learning
- Excellent written and oral communication skills
- Strive for continued excellence
- Problem-solver
- Team player
- Outstanding public relations
- Marketing and advertising experience with real estate
- Exceptional contributions of service for all clientele and colleagues

PROFESSIONAL EXPERIENCE

Keller Williams of PSL, PSL, FL - Realtor, Team Napolitano (2015 – present)

Coldwell Banker, Port St. Lucie, FL - Realtor (2007 – 2015)

St. Lucie County School Board, Port St. Lucie, Florida (08/24/09 - 2015); Southport Middle School, PBS
Student Support Specialist for ESE students in general education classrooms

Indian River County Public Schools, Vero Beach, Florida (11-03-08 to 6-3-09); Citrus Elementary

Coldwell Banker University, Miami, Florida - Miami-Dade Regional **Director** of Education (2006 to 2007)

Coldwell Banker Residential Real Estate, LLC - Pinecrest Villages and Town and Country, Miami, Florida; Realtor (2004 to 2006)

First Service Realty, Inc., Miami, Florida - Country Walk Office; Realtor (1996 to 2004)

Miami-Dade County Public Schools, Miami, Florida; Teacher and **Department Head** (1972 to 2002)

Chairperson, Cadre Budget Committee

EDUCATION AND CREDENTIALS

Master of Science (Education) • Florida International University, Miami

Bachelor of Science (Education) • Florida State University, Tallahassee

SKILLS

Highly computer literate and Microsoft Office 2003 & 2007 Proficient

Mentored new Realtors in office

Ballet, Tap, Jazz, Hip-Hop Instructor/Studio **Owner**

PowerPoint creation and use

Microsoft Outlook

PERSONAL ASSOCIATIONS (Miami, FL)

Three Lakes Homeowners' Association Social Committee: recording secretary;

Pinebrooke Condo Association: treasurer

Former business owner

Languages

English, Spanish, Sign Language, Fingerspelling

Mark J. Mershon

Mark J. Mershon founded the Mershon Group, LLC, in order to apply his skill – honed by over 30 years of investigative, inspection and executive management experience with the Federal Bureau of Investigation (FBI) – at “learning the truth and reporting that truth with unimpeachable integrity”, in order to assist individual and corporate clients to best understand their level of risk, exposure and potential liability. Mr. Mershon then crafts strategies to best advantage those same clients, based upon his real world knowledge and experience acquired through many years of working collaboratively with investigators, prosecutors, and risk management professionals throughout the United States and abroad. This work often is performed in close collaboration with attorneys representing the client in order to preserve the attorney work product and attorney client privileges.

Mr. Mershon retired as one of the most experienced Senior Executives and field commanders within the FBI. As FBI Assistant Director, he commanded the agency’s flagship Greater New York offices for nearly four years. Prior commands included 3 year terms as the Special Agent in Charge of the FBI’s San Francisco Field Office and of the Denver Field Office. He also served as Chief Inspector while in charge of the FBI’s Office of Inspections at FBI Headquarters. In these leadership positions, Mr. Mershon either directed, or was proximate to, many of the FBI’s signature investigative and intelligence successes during his tenure.

Extensive, personal experience has yielded an expertise which is inclusive of: unprecedented examples of insider trading and other corporate fraud; “Ponzi” schemes of historic proportions; pattern sub-prime mortgage fraud, ingrained public corruption, organized crime infiltration of legitimate businesses, violations of the Foreign Corrupt Practices Act, international and domestic money laundering, extortion, kidnapping, as well as other personal and property offenses. Mr. Mershon has also supervised investigations probing employer/employee misconduct.

In crafting proprietary risk assessments, or diagnostics, Mr. Mershon often points to the fact that all of the notorious financial and executive suite scandals which have become known to the public, were conceived – and matured - in an environment replete with internal controls, regulatory oversight, audit requirements, and risk management protocols. When oversight becomes “routine”, or formulaic, it runs a grave risk of becoming stale, and far less effectual.

Mark Mershon offers a very experienced, yet fresh set of eyes to deliver unique, individualized assessments and corresponding strategies. Satisfied clients include attorneys, investors, CEOs, CPAs and professional athletes. When you need to know the truth about existing or potential risk, and require practical and effective strategies to counter risk, contact the Mershon Group, LLC.

Mershon Group, LLC

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Investigative and Risk Management Consultation

Contact: Telephone: 973-900-4969

E-mail: mimershon@gmail.com

Correspondence: 103 SE Rio Casarano, Port St. Lucie, FL 34984-6618

Education: University of Notre Dame, 1973

Bachelor of Business Administration (Accounting and Finance)

Immediate past position: FBI Assistant Director / Senior Executive

As the FBI Senior Executive in charge of the flagship of FBI field commands, I was charged with responsibility for the performance of the agency's Greater New York Offices. This included investigative and intelligence operations, which comprised the most far reaching mission in the federal, state and local law enforcement sectors. I was supported by and mentored a staff of six Special Agents in Charge, each a Senior Executive, over 120 Supervisory Special Agents with varying executive and management responsibilities, and over 50 professional support managers and supervisors. In all, the New York offices were staffed with nearly 2500 personnel.

I took personal command of fast breaking, high profile crises, and of investigations with critical implications for public safety and for the FBI's reputation with the public, the media, and the Congress. I pride myself on a strong history of program building and team building, of promoting a culture of candid communication, on productive liaison with the corporate sector, the FBI's law enforcement partners and the public, and on the professional development of subordinates.

The following are topical areas of material, practical experience which reflect directly on the value which I bring to investigative and risk management consultation within the private sector:

Security and Compliance Reviews:

As the FBI's Chief Inspector ('98 - '99), I crafted, revised and/or approved the inspection instruments used to test compliance for investigative, reporting, security and other protocols. I used those same protocols to conduct inspections of the largest FBI entities to be reviewed on my watch, evaluating the effectiveness, efficiency and economy of operations and personnel. As the FBI's most experienced senior executive, with over nine years as a field division commander (the Denver Division, 1999 - 2002; the San Francisco Division, 2002 - 2005; and the Greater New York Offices, 2005 through

2008), I led and managed each of my commands with an experienced eye for adherence to, and the evolution of such protocols and practices.

Risk Management:

A major responsibility which I exercised in a number of field office and headquarters positions of increasing managerial and executive responsibility was the practice of assessing the consequences of actions planned in investigations, enforcement activities, liaison initiatives, and program direction. As important, at times, are the consequences of inaction. I believe that my judgment in risk management and mitigation consistently served the public and the FBI well, and contributed directly to the confidence reflected in my progressive assignments within the organization.

Crisis Management Planning and Experience:

In "field" administrative assignments as a Supervisory Special Agent, as an Assistant Special Agent-in-Charge, and as a three time field commander, I developed extensive experience in the advance planning for, and the on-scene crafting, editing and approval of, crisis management plans ranging from critical incidents requiring an on-scene presence in order to direct FBI and partner agency components in resolving the crisis at hand, to rallying disparate resources to address more unique challenges. Practical experience runs the gamut from accounting for personnel safety during significant weather events, through the direct supervision of 13 separate, very intense, ransom kidnapping investigations - in each instance yielding the safe recovery of the victim - and the direct supervision of three separate armed, hostage holding, barricaded subject situations - again, resolved with the safe recovery of the hostages - and the surrender of the subjects.

Business Continuity Planning:

The ability of the FBI to effectively continue operations in the wake of disruptive activities is vital to the security and well being of our nation. In each of my three field commands, I reviewed, edited and approved a "Continuity of Operations Plan" which, as with any sound business continuity plan, ensures the organization's ability to account for the safety of personnel and their immediate families, relocate operations to prearranged, suitable sites, and resume investigative, intelligence and reporting functions with a minimum of disruption.

Personnel Security and Internal Investigations:

As the division commander, I was responsible for the oversight of recruitment and retention of personnel, and for the conduct of security and other internal investigations, which are intended to assure the continued suitability of on-board personnel. I have extensive, practical experience with the conduct and direction of many internal investigations covering EEO complaints, insubordination, sexual harassment, drug use/abuse, violence in the workplace and a range of criminal misconduct.

Investigations and Intelligence:

Investigation and intelligence gathering are the core of what the FBI does. I have broad experience in the investigation of terrorism, espionage, corruption, fraud, bankruptcy fraud, organized crime, drug trafficking, civil rights, and violent crime felony offenses, as well as in the conduct of background, suitability and due diligence investigations. In addition, given my management and executive experience, I have supervised all of the investigative and intelligence programs in the FBI's inventory.

Budget Formulation and Execution:

For over 20 years I participated in the crafting and execution of FBI component budgets. As a field commander, I was responsible for overseeing the preparation and execution of the respective division's budget each fiscal year. Notably, my annual performance evaluation by the FBI Director was heavily weighted to the demonstrated ability to fulfill the mission while remaining within budget limitations. I will also note that I served as an Acting Assistant Director during 2002 and was in charge of the FBI's Finance Division for a protracted period. As such, I was responsible for the formulation, approval and execution of the FBI's (then) \$5 billion budget.

Facilities Security:

The Greater New York Office's operations are the most complex and diverse within the mission of the FBI. That division maintained a presence, often significant, in nearly 70 real estate properties in the region, with implications for leasing, maintenance and security. I oversaw the acquisition of properties, assessed problems, and ensured facility security through the approval of security planning and protective technologies. I also had a force of nearly 30 uniformed FBI Police Officers in New York.

Liaison, Media and Public Relations:

Much of the FBI's success is due to the public image of the organization, and to the fact that the FBI truly does enjoy the public's trust. I am proud to have been the "face" of the FBI in executive dealings with the FBI's law enforcement partners and with the private sector for nearly ten years. As part of my executive responsibilities, I made numerous appearances on all major broadcast and cable networks, many "live", presenting the results of the FBI and its law enforcement partners' successes.

Executive and Corporate Travel Security:

My staff heavily supplemented the protective detail for the FBI Director and the Attorney General of the United States whenever they traveled to our territory, and occasionally during overseas travel. This required my personal coordination and approval.

Training and Security Awareness:

FBI field and headquarters' components routinely sponsor physical and information technology security awareness training. Additional training is afforded to those who travel overseas (mandatory for war zones and certain other destinations designated by the Department of State).

Additional:

- Recipient of the Presidential Rank Award for Meritorious Service, March, 2006.
- Recognized by the FBI Director for excellence in leadership in each of my 12 years as a Senior Executive.
- Member of the FBI Director's SAC Advisory Committee, elected by my peers in 2002.
- Co-creator of a number of FBI initiatives, to include the multi-agency computer forensics laboratories in metropolitan Denver, CO, and Silicon Valley, Menlo Park, CA; the FBI's Safe Streets Violent Gang Program and the Stranger Abduction Protocol, now utilized by thousands of police agencies across the United States.
- Top Secret and additional "SCI" security clearances: Most recent update background re-investigation completed in 2007.
- Presenter at a number of specialized schools, including "Best Practices" for newly appointed FBI Special Agents-in-Charge, and regarding the topics of leadership, management, fraud, violent crimes, public corruption and certain other white-collar crimes.
- Married to my devoted and still gorgeous wife of 38 years, Maria.

Employment History:

FBI 1975 – present:

- Assistant Director, in charge of the Greater New York Offices, '05 through '08
- Special Agent-in-Charge, San Francisco Division, '02 – '05
- Special Agent-in-Charge, Denver Division, '99 – '02
- Chief Inspector, Inspection Division, '98 – '99
- Inspector, Inspection Division, '97 – '98 (Induction as a Senior Executive)
- Assistant Special Agent-in-Charge, San Francisco, '92 – '97
- Unit Chief, FBI Headquarters, '91 – '92
- Supervisory Special Agent, Miami Division, '83 – '90
- Supervisory Special Agent, White Collar Crimes Section, FBI Headquarters, '80 – '83
- Special Agent, New York Offices, '75 – '80
- New Agent Trainee, FBI Academy, '75

Touche Ross & Co.

- Auditing and Management Services, New Jersey Offices, '73 – '75

SECTION C

RESOLUTION 2019-04

**A RESOLUTION OF THE TESORO COMMUNITY
DEVELOPMENT DISTRICT ELECTING _____
_____ AS ASSISTANT SECRETARY OF
THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Tesoro Community District desires to elect _____ as an Assistant Secretary.

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

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 26th day of September, 2019.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

MINUTES OF MEETING
TESORO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tesoro Community Development District was held Wednesday, May 29, 2019 at 10:00 a.m. at the Tesoro Club, Grill Room, 2000 S.E. Via Tesoro, Port St. Lucie, Florida.

Present and constituting a quorum were:

Sal Spano	Chairman
Kathy Fialco	Vice Chairperson
Hal Fenner	Treasurer
Rina Osle-Girard	Secretary

Also present were:

Jason Showe	District Manager
William Capko	District Counsel
William Viasalyers	Field Manager
Stefan Matthes	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe noted that only members of the Board and District staff were present. No members of the public attended the meeting.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 27, 2018 Board of Supervisors Meeting and Acceptance of the Minutes of the November 27, 2018 Landowners' Meeting

Mr. Showe presented the November 27, 2018 Board of Supervisors and Landowners' meeting minutes and asked for any comments, corrections, or deletions. Mr. Spano noted he reviewed the minutes and found no errors.

On MOTION by Mr. Spano seconded by Mr. Fenner with all in favor, the minutes November 27, 2018 Board of Supervisors Meeting were approved, as presented, and the November 27, 2018 Landowners' Meeting were accepted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2019-03 Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing

Mr. Showe noted this resolution is the first step of the 2020 budget process. This resolution approves Exhibit A, the proposed budget. It sets a public hearing which is set for the August 28, 2019 at 10:00 a.m. It also directs staff to transmit the budget to St. Lucie County and post it on the website in accordance with Florida statutes. Mr. Showe noted the budget was largely the same as the Board had seen before. There was no assessment increase to the budget. The costs of the agreements were factored into the budget. It is noted that they continued the practice of using the carryforward surplus. This year they used \$104,00 and last year they used \$112,000.

Mr. Showe noted approving the resolution does not lock in the account lines, the Board has full flexibility between now and the final budget to move money between account lines. In essence, they are setting the ceiling on assessments. Mr. Spano noted he reviewed the budget and found it to be consistent with past years.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, Resolution 2019-03 Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Ratification of Agreements

A. Wetland, Lake and Upland Preserve Maintenance Services with Native Lands Management, Inc.

Mr. Showe noted the agreements have already been executed by the Chairman so they could begin work. The contracts are already factored into the budget, so no change is required to the budget.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, the Wetland, Lake and Upland Preserve Maintenance Services with Native Lands Management, Inc., was ratified.

B. Wetlands Boundary and Lake Banks Landscape Maintenance Agreement with Wellington Pro Lawn Care

Mr. Showe noted this agreement had already been executed by the Chairman and they were seeking ratification.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, the Wetlands Boundary and Lake Banks Landscape Maintenance Agreement with Wellington Pro Lawn Care, was ratified.

SIXTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2018 Audit Report

Mr. Showe noted the report to management was located on the last page of the Audit. It states there are no current year findings, no prior year findings, and it was a clean audit. Mr. Spano noted to the Board Members that the Audit Reports were available in the office for any residents to review if they request to do so. Mr. Showe noted the audit is required to be posted on the Tesoro CDD website, so residents can be directed there to review it as well.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, the Fiscal Year 2018 Audit Report, was approved.

SEVENTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

Mr. Showe stated the Board typically appoints themselves as the Audit Committee. The publicly advertised Audit Committee Meeting will be held after the Board meeting. The Board agreed to appoint themselves as the committee.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, Appointing the Board of Supervisors as the Audit Committee, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Capko noted there had been little action since the last meeting. There have been no issues. The Board had no questions for Mr. Capko.

B. Engineer

Mr. Matthes noted since the last meeting they had adjusted some exhibits so Counsel can finish the agreements. They submitted the sketches and descriptions needed for those. They are reviewing them and will hopefully have a draft for the Board to review within the next couple of weeks. WCI, POA, and the CDD all have in some cases overlapping responsibilities for properties. They have been tasked with showing the overlaps, and they have provided that overall agreement. The majority of the overlap runs between the CDD and POA.

Mr. Spano inquired about the timing of Counsel's review and what the next step would be. Mr. Matthes noted most of the delay has been on their part, not Counsels. They have been trying to weed out and get all of the different parcels and properties figured out. He noted they gave Counsel the information this week and he said he would have it back within a week or so. Mr. Matthes noted they look to finish it shortly.

C. Manager**i. Approval of Check Register**

Mr. Showe presented the check register. In the general fund they have checks #824-861 for \$181,613.03. Mr. Spano noted he reviewed the check register and had no comments.

On MOTION by Mr. Spano seconded by Mr. Fenner with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Showe noted a copy of the balance sheet and income statement was included in the agenda package. Mr. Spano asked how many dollars of collections they had this year that represent prior year assessments. Mr. Showe noted you would typically look at anything prior to December as the prior year, so probably less than \$2,500. Mr. Spano noted they were sitting on cash 204, and investments 442. He asked if that was excess. Mr. Showe answered yes and they could start looking at reducing the assessments if the Board wished. Mr. Spano inquired about any large capital projects they should be prepared for. The Board decided to start looking at the bank erosion and get feedback on the cost for that.

iii. Presentation of Number of Register Voters – 251

Mr. Showe noted as of April 15th there were 251 registered voters in the District. We will continue the turnover process. The next general election will be in 2020.

iv. Engagement Confirmation with Dean Mead Regarding Real Property Issues

Mr. Showe noted the original agreement was from 2016, this is a continued engagement of that agreement. It went from \$350 an hour to \$365.

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor, the Engagement Confirmation with Dean Mead Regarding Real Property Issues, was approved.

v. Field Manager's Report

Mr. Viasalyers stated he continues to meet biweekly with the vendors. Mr. Spano asked if there was any impact on coming out of the dry season and going into the wet season. Mr. Viasalyers noted he would look into it. Ms. Fialco asked if the water flow was diverted when they put in the culvert, and Mr. Spano answered no.

NINTH ORDER OF BUSINESS**Audience Comments**

There being no members of the public present, the next item followed.

TENTH ORDER OF BUSINESS**Supervisor's Requests**

The Board had no requests or comments.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Spano seconded by Ms. Fialco with all in favor the meeting adjourned at 10:20 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2019-05

**A RESOLUTION AMENDING RESOLUTION 2019-03
DESIGNATING A DATE FOR THE PUBLIC HEARING ON
THE BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, the Tesoro Community Development District's ("District") Board of Supervisors ("Board") previously adopted Resolution 2019-03 designating the date, time and location for the public hearing on the District's Budget for Fiscal Year 2020; and

WHEREAS, the Board desires to designate a new date for the public hearing.

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

1. The date of the District's public hearing on the Budget for Fiscal Year 2020 is changed to the following: **September 26, 2019**. The location and time of said public hearing shall remain the same: Tesoro Club, 2000 SE Via Tesoro Blvd., Port St. Lucie, Florida 34894, at 10:00 a.m.

2. The District Manager shall use the above date, time and location in providing notices required by Florida law.

3. Except as amended herein, Resolution 2019-03 shall remain unchanged and in full force and effect.

4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26th DAY OF SEPTEMBER, 2019.

ATTEST:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

SECTION VI

SECTION A

RESOLUTION 2019-06

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, 2019, AND ENDING SEPTEMBER 30, 2020.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, 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 September 26, 2019, 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 2019 and/or revised projections for Fiscal Year 2020.
- 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, 2020", as adopted by the Board of Supervisors on September 10, 2019.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Tesoro Community Development District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$ _____ 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

\$ _____

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 26th day of September, 2019.

ATTEST:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____



TESORO

**Community Development
District**

Proposed Budget

FY 2020



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Tesoro

Community Development District General Fund Budget

	Adopted Budget FY2019	Actual thru 7/31/19	Projected Next 2 Months	Projected thru 9/30/19	Proposed Budget FY2020
Revenues					
Stormwater Fees	\$210,000	\$241,064	\$0	\$241,064	\$220,000
Maintenance Assessments	\$71,321	\$71,731	\$0	\$71,731	\$71,321
Interest Income	\$5,000	\$9,374	\$1,875	\$11,248	\$7,500
Carry Forward Surplus	\$111,729	\$59,460	\$0	\$59,460	\$104,221
Total Revenues	\$398,050	\$381,630	\$1,875	\$383,504	\$403,042
Expenditures					
<i>Administrative</i>					
Supervisor Fees	\$4,000	\$1,200	\$1,000	\$2,200	\$4,000
FICA Expense	\$306	\$92	\$77	\$168	\$306
Engineering	\$5,000	\$16,611	\$3,322	\$19,933	\$5,000
Attorney	\$10,000	\$7,183	\$1,437	\$8,619	\$10,000
Annual Audit	\$2,800	\$2,800	\$0	\$2,800	\$2,900
Assessment Administration	\$2,500	\$2,500	\$0	\$2,500	\$2,500
District Management Fees	\$31,827	\$26,523	\$5,305	\$31,827	\$31,827
Information Technology	\$500	\$1,617	\$323	\$1,940	\$500
Telephone	\$150	\$6	\$25	\$31	\$150
Postage	\$1,000	\$307	\$61	\$368	\$1,000
Insurance	\$6,844	\$6,222	\$0	\$6,222	\$6,844
Printing & Binding	\$1,000	\$215	\$43	\$258	\$1,000
Legal Advertising	\$1,600	\$849	\$170	\$1,019	\$1,600
Other Current Charges	\$750	\$324	\$65	\$389	\$750
Office Supplies	\$200	\$40	\$25	\$65	\$200
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<i>Administrative Expenses</i>	\$68,652	\$66,662	\$11,852	\$78,515	\$68,752
<i>Field Operations</i>					
Field Management Fees	\$15,450	\$12,875	\$2,575	\$15,450	\$15,450
<i>West Side</i>					
Mitigation Maintenance	\$85,116	\$70,930	\$14,186	\$85,116	\$85,116
Landscaping	\$89,986	\$77,621	\$15,524	\$93,146	\$94,500
Electric	\$10,000	\$112	\$200	\$312	\$10,000
Plant Replacement	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Fountain Repairs	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Contingency	\$26,095	\$0	\$5,000	\$5,000	\$26,473
<i>East Side</i>					
Mitigation Monitoring	\$7,500	\$0	\$7,500	\$7,500	\$7,500
Mitigation Maintenance	\$66,876	\$55,730	\$11,146	\$66,876	\$66,876
Plant Replacement	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Contingency	\$13,375	\$0	\$5,000	\$5,000	\$13,375
<i>Field Operations Expenses</i>	\$329,398	\$217,269	\$76,131	\$293,400	\$334,290
Total Expenditures	\$398,050	\$283,931	\$87,983	\$371,915	\$403,042
Excess Revenues /(Expenditures)	\$0	\$97,698	(\$86,109)	\$11,590	\$0

Net Assessments	\$71,321
Add: Discounts & Collections	\$4,552
Gross Assessments	\$75,873

SF Lots*	Per Unit Gross Maintenance Assessment				
	FY2016	FY2017	FY2018	FY2019	FY2020
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	\$30.52	\$30.52	\$30.52	\$30.52

*Undeveloped SF Lots assessed at .75 units

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	\$(7,114)
NET BUDGET	\$220,000

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

The District has contracted with Governmental Management Services-CF, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

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	\$7,875	\$94,500
TOTAL		\$94,500

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.

Contingency

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

SECTION B

RESOLUTION 2019-07

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 2019-2020 (“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 2019-2020; 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 therefrom 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 26th day of September, 2019.

ATTEST:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

By: _____

Its: _____

SECTION VII

SECTION A

**FIRST AMENDMENT TO THE AGREEMENT WITH NATIVE LANDS
MANAGEMENT, INC. REGARDING THE PROVISION OF WETLAND, LAKE
AND UPLAND PRESERVE MAINTENANCE SERVICES**

This Amendment is made and entered into as of the ____ day of _____, 2019, by and between:

The **Tesoro Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 135 W. Central Blvd., Suite 320, Orlando, FL 32801, ("District"), and

Native Lands Management, Inc., having offices located at 3172 SE Waaler Street, Stuart, FL 34997 ("the Contractor").

RECITALS

WHEREAS, the District was established by an ordinance 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 currently provides wetland, lake and upland preserve maintenance services within the District; and

WHEREAS, on January 1, 2019, the District and Contractor entered into the Wetland, Lake and Upland Preserve Maintenance Services Agreement ("Agreement") with an effective date of January 1, 2019, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the Agreement may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the contractor and District; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the parties desire to extend the agreement to September 30, 2020; and

WHEREAS, each of the parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 2. Section 5 of the Agreement is hereby amended to extend the term of the Agreement to September 30, 2020.

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

ATTEST:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

ATTEST:

NATIVE LANDS MANAGEMENT, INC.

Printed Name: _____

Printed Name: _____

Exhibit A: Wetland, Lake and Upland Preserve Maintenance Service Agreement
(Dated January 1, 2019)

SECTION B

**FIRST AMENDMENT TO THE AGREEMENT WITH WELLINGTON PRO LAWN
CARE REGARDING THE PROVISION OF WETLANDS BOUNDARY AND LAKE
BANKS LANDSCAPE MAINTENANCE SERVICES**

This Amendment is made and entered into as of the ____ day of _____, 2019, by and between:

The **Tesoro Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 135 W. Central Blvd., Suite 320, Orlando, FL 32801, ("District"), and

Wellington Pro Lawn Care, having offices located at 3132 Fortune Way, Suite D9, Wellington, Florida 33414 ("the Contractor") and mailing address of P.O. Box 1134, Loxahatchee, Florida 33470.

RECITALS

WHEREAS, the District was established by an ordinance 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 currently provides wetlands boundary and lake banks landscape maintenance services within the District; and

WHEREAS, on January 1, 2019, the District and Contractor entered into the Wetlands Boundary and Lake Banks Landscape Maintenance Services Agreement ("Agreement") with an effective date of January 1, 2019, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the Agreement may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the contractor and District; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the parties desire to extend the agreement to September 30, 2020; and

WHEREAS, each of the parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 2. Section 5 of the Agreement is hereby amended to extend the term of the Agreement to September 30, 2020.

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

ATTEST:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

ATTEST:

WELLINGTON PRO LAWN CARE

Printed Name: _____

Printed Name: _____

Exhibit A: Wetlands Boundary and Lake Banks Maintenance Service Agreement
(Dated January 1, 2019)

SECTION C

WHEN RECORDED, RETURN TO:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 S. 25th Street, Suite 200
Post Office Box 2757
Fort Pierce, Florida 34947
(772) 464-7700

AGREEMENT AS TO RESPONSIBILITY FOR ENVIRONMENTAL PERMITS

This Agreement as to Responsibility for Environmental Permits ("Agreement") is entered into and effective this ____ day of _____, 2019 (the "Effective Date"), by and between WEST COAST INVESTORS, LLC, a Florida limited liability company ("WCI"), TESORO PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation ("Tesoro POA") and TESORO COMMUNITY DEVELOPMENT DISTRICT, a political subdivision of the State of Florida, created pursuant to Chapter 190, Florida Statutes ("Tesoro CDD"). WCI, Tesoro POA and Tesoro CDD are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. WHEREAS, Tesoro is a residential golf-course community located in St. Lucie County, containing (i) 908 residential lots (the "Residential Lots"), (ii) two golf courses, known as the Palmer golf course and the Watson golf course (collectively referred to herein as the "Tesoro Golf Courses"), (iii) a clubhouse with approximately 75,000 square feet under air conditioning (the "Tesoro Clubhouse"), (iv) a Racquet Club, including a clubhouse, tennis courts and swimming pool (the "Tesoro Racquet Club"), and (v) an equipment storage and maintenance facility which supports the operation of the Tesoro Golf Courses and other properties in Tesoro (the "Tesoro Maintenance Facility"); and

B. WHEREAS, WCI owns the Tesoro Golf Courses, Tesoro Clubhouse and Tesoro Racquet Club, and is responsible for their operation, maintenance and upkeep, and WCI also owns some of the Residential Lots; and

C. WHEREAS, Tesoro POA is the property owners association responsible for the operation, maintenance and upkeep of the roads, road drainage facilities, stormwater retention facilities, parks, entry features, berms and other common areas and common area improvements within Tesoro, as such common areas and improvements are more specifically described in the declaration of covenants and restrictions governing Tesoro, and any amendments thereto or restatements thereof, as recorded in the public records and as revised from time to time; and

D. WHEREAS, Tesoro CDD is the community development district responsible for the operation, maintenance and upkeep of the preserved wetlands, associated upland buffers, constructed lakes and associated littoral zones within Tesoro, and the drainage structure located

under Via Tesoro;

E. WHEREAS, South Florida Water Management District ("SFWMD") Permit Nos. _____, the Consent Agreement dated _____, and various recorded Conservation Easements in favor of the SFWMD encumbering property within Tesoro, as the same may be modified and amended from time to time in the future (collectively referred to herein as the "SFWMD Permits") regulate the preserved wetlands, upland buffers, lakes, littoral zones, drainage structures and storm water drainage and retention facilities located within Tesoro; and

F. WHEREAS, the SFWMD Permits name WCI and Tesoro POA as the permittees, making them jointly responsible for all compliance required under the SFWMD Permits; and

G. WHEREAS, the Parties hereto desire to enter into this Agreement as to Responsibility for Environmental Permits, setting forth the obligations of each Party with respect to ensuring that the various preserved wetlands, upland buffers, lakes, littoral zones, drainage structures and storm water drainage and retention facilities located within Tesoro comply with the requirements of the SFWMD Permits and other applicable governmental requirements; and

H. NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, each to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged and accepted, and the premises and covenants hereinafter set forth, WCI, Tesoro POA and Tesoro CDD expressly agree as set forth herein.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated into the text of this Agreement.

2. **Obligations of WCI.** WCI shall, at WCI's sole cost and expense, be responsible for any maintenance, repair, replacement, upkeep or other actions required in order to ensure that the stormwater drainage system and stormwater retention facilities located within (a) the Tesoro Golf Courses, the Tesoro Clubhouse property, the Tesoro Racquet Club property, and the Tesoro Maintenance Facility, as such properties are more specifically shown as shaded in gray in **Exhibit "A"**, attached hereto and made a part hereof, and (b) any Residential Lots within Tesoro owned by WCI (collectively, the "WCI Drainage Facilities") comply with any conditions, obligations or requirements of the SFWMD Permits and any other Governmental Requirements (as defined hereinbelow).

3. **Obligations of Tesoro POA.** Tesoro POA shall, at Tesoro POA's sole cost and expense, be responsible for any maintenance, repair, replacement, upkeep or other actions required in order to ensure that the stormwater drainage system and stormwater retention facilities located within (a) the road rights-of-way within Tesoro, and (b) the common areas within Tesoro, as such areas are more specifically shown as shaded in gray in **Exhibit "B"**, attached hereto and made a part hereof (the "Tesoro POA Drainage Facilities") comply with any conditions, obligations or requirements of the SFWMD Permits and any other Governmental Requirements (as defined

hereinbelow).

4. **Obligations of Tesoro CDD.** Tesoro CDD shall, at Tesoro CDD's sole cost and expense, be responsible for any maintenance, repair, replacement, upkeep or other actions required in order to ensure that the preserved wetlands, associated upland buffers, constructed lakes and associated littoral zones within Tesoro, and the drainage structure located under SE Via Tesoro, as such areas are more specifically shown as shaded in gray in **Exhibit "C"**, attached hereto and made a part hereof (the "Tesoro CDD Wetlands and Drainage Facilities") comply with any conditions, obligations or requirements of the SFWMD Permits and any other Governmental Requirements (as defined hereinbelow).

5. **Indemnification by WCI.** WCI shall indemnify, hold harmless and defend the other Parties hereto against any loss, cost, damage or expense, including costs and reasonable attorneys' fees at the trial level and in any appellate proceeding, arising from any violation of the terms and conditions of the SFWMD Permits, as the same may be amended from time to time, any future permits, approvals or consent agreements issued by SFWMD, or any other Governmental Requirements, relating to the WCI Drainage Facilities. Notwithstanding the foregoing, if such violation was directly caused by the actions of another Party hereto, then the Party which directly caused the violation shall indemnify the other Parties hereto against such losses, costs, damages or expenses. The indemnification obligations set forth in this paragraph shall be subject to limits imposed by applicable law.

6. **Indemnification by Tesoro POA.** Tesoro POA shall indemnify, hold harmless and defend the other Parties hereto against any loss, cost, damage or expense, including costs and reasonable attorneys' fees at the trial level and in any appellate proceeding, arising from any violation of the terms and conditions of the SFWMD Permits, as the same may be amended from time to time, any future permits, approvals or consent agreements issued by SFWMD, or any other Governmental Requirements, relating to the Tesoro POA Drainage Facilities. Notwithstanding the foregoing, if such violation was directly caused by the actions of another Party hereto, then the Party which directly caused the violation shall indemnify the other Parties hereto against such losses, costs, damages and expenses. The indemnification obligations set forth in this paragraph shall be subject to limits imposed by applicable law.

7. **Indemnification by Tesoro CDD.** Tesoro CDD shall indemnify, hold harmless and defend the other Parties hereto against any loss, cost, damage or expense, including costs and reasonable attorneys' fees at the trial level and in any appellate proceeding, arising from any violation of the terms and conditions of the SFWMD Permits, as the same may be amended from time to time, any future permits, approvals or consent agreements issued by SFWMD, or any other Governmental Requirements, relating to the Tesoro CDD Wetlands and Drainage Facilities. Notwithstanding the foregoing, if such violation was directly caused by the actions of another Party hereto, then the Party which directly caused the violation shall indemnify the other Parties hereto against such losses, costs, damages and expenses. The indemnification obligations set forth in this paragraph shall be subject to limits imposed by applicable law.

8. **Compliance with Laws and Permits.** Any Party hereto performing its obligations, as set forth in Paragraphs 2, 3 and 4 above (the "Maintaining Party"), shall also be responsible for

complying with any and all federal, state and/or local laws, statutes, ordinances or regulations governing the actions of the Maintaining Party, including without limitation, any laws, statutes, ordinances or regulations governing the trimming or removal of vegetation or the maintenance or preservation of wetlands and uplands and any applicable governmental permits or approvals (collectively referred to herein as "Governmental Requirements"). The Maintaining Party shall be responsible for obtaining any governmental permits or approvals required for the Maintaining Party to carry out its activities and shall comply with the conditions or requirements of any governmental permits or approvals applying to the Maintaining Party's activities, including without limitation any applicable SFWMD permits, consent agreements and conservation easements.

9. **No Public Rights.** No rights or benefits in and to the general public or any governmental authority (other than Tesoro CDD) are intended to be created or established by this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by the Parties (or their respective assigns and successors-in-interest or title), which written document shall be recorded in the Public Records of St. Lucie County, Florida.

11. **Section Headings.** The section headings as used in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section hereof; they shall be ignored in construing this Agreement.

12. **Counterparts and Facsimile Execution.** This Agreement may be executed in two or more identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise) and shall be considered valid, binding and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction.

13. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder or substantially increase the burden of any Party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

14. **Binding Effect.** Except as otherwise specifically provided herein, the rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns and successors-in-interest and/or title. The WCI Drainage Facilities, Tesoro POA Drainage Facilities and Tesoro CDD Wetlands and Drainage Facilities shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned,

leased, mortgaged, occupied, used and enjoyed subject to the benefits and burdens, as the case may be, of the provisions of this instrument. Following the recordation of this instrument, each person or entity who or which shall acquire any right, title, interest, claim or lien in, to, or upon any portion of the WCI Drainage Facilities, Tesoro POA Drainage Facilities and Tesoro CDD Wetlands and Drainage Facilities shall be deemed, in all respects, to have acquired such right, title, interest, claim or lien, subject to the benefits and burdens of this instrument to the same extent as if (i) such person or entity had consented to this instrument by its joinder herein as a "party" to this instrument or (ii) this instrument had been specifically agreed and consented to in the instrument or instruments pursuant to which such right, title, interest, claim or lien was acquired, created, imposed or granted.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in St. Lucie County, Florida.

16. **Remedies.** If any Party hereto, or its assigns or successors-in-interest and/or title, fails to carry out any of its covenants herein contained, the Parties hereto shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of injunction (but not including a jury trial). Any Party may file an action for injunctive relief in the Circuit Court for St. Lucie County to enforce the terms of this Agreement. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement. The Parties hereto agree that they shall cooperate in good faith to carry out the intent of this Agreement.

17. **Mutual Waiver Of Jury Trial.** THE PARTIES HERETO MUTUALLY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF FLORIDA, ANY RIGHT, POWER, PRIVILEGE, OR PREROGATIVE TO DEMAND A JURY TRIAL WITH RESPECT TO ANY AND ALL ISSUES ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, DELIVERY AND/OR ENFORCEMENT OF THIS AGREEMENT, WHICH WAIVER IS MEANT TO APPLY TO ALL CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS.

18. **Attorneys' Fees and Costs.** In connection with any litigation, including appellate and/or bankruptcy proceedings, arising out of, under or relating to this Agreement, or in connection with any action for rescission of this Agreement or for declaratory or injunctive relief, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties such prevailing Parties' out-of-pocket costs and reasonable attorneys' and paralegals' fees.

19. **Gender; Singular and Plural Usages.** Wherever in this Agreement the singular is used, the same shall include the plural, and vice-versa, and wherever in this Agreement the masculine gender is used, the same shall include the feminine and neuter genders, and vice-versa.

20. **No Joint Venture or Partnership.** This Agreement shall not create between the Parties hereto any business enterprise, whether it appear to be a joint venture or partnership, or any other business venture.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Print Name: _____ WEST COAST INVESTORS, LLC, a
Florida limited liability company

Print Name: _____ By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of WEST COAST INVESTORS, LLC a Florida limited liability company. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: _____

TESORO PROPERTY OWNER'S
ASSOCIATION, INC., a Florida corporation

Print Name: _____

By: _____
Print Name: _____
Its: _____

[CORPORATE SEAL]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of TESORO PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: _____

TESORO COMMUNITY DEVELOPMENT
DISTRICT, a political subdivision of the
State of Florida

Print Name: _____

By: _____
Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of TESORO COMMUNITY DEVELOPMENT DISTRICT, a political subdivision of the State of Florida. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. 13 4286

TESORO

WCI Drainage & Retention Facilities

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

EXHIBIT "B"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

TESORO

POA Drainage & Retention Facilities

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

EXHIBIT "C"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE: 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4216

TESORO

CDD Wetlands, Upland Buffers, Lakes & Littoral Zones

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

SECTION D

WHEN RECORDED, RETURN TO:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 S. 25th Street, Suite 200
Post Office Box 2757
Fort Pierce, Florida 34947
(772) 464-7700

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is entered into and effective this ____ day of _____, 2019 (the "Effective Date"), by and between WEST COAST INVESTORS, LLC, a Florida limited liability company ("WCI"), TESORO PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation ("Tesoro POA") and TESORO COMMUNITY DEVELOPMENT DISTRICT, a political subdivision of the State of Florida, created pursuant to Chapter 190, Florida Statutes ("Tesoro CDD"). WCI, Tesoro POA and Tesoro CDD are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. WHEREAS, Tesoro is a residential golf-course community located in St. Lucie County, containing (i) 908 residential lots (the "Residential Lots"), (ii) two golf courses, known as the Palmer golf course and the Watson golf course (collectively referred to herein as the "Tesoro Golf Courses"), (iii) a clubhouse with approximately 75,000 square feet under air conditioning (the "Tesoro Clubhouse"), (iv) a Racquet Club, including a clubhouse, tennis courts and swimming pool (the "Tesoro Racquet Club"), and (v) an equipment storage and maintenance facility which supports the operation of the Tesoro Golf Courses and other properties in Tesoro (the "Tesoro Maintenance Facility"); and

B. WHEREAS, WCI owns the Tesoro Golf Courses, Tesoro Clubhouse and Tesoro Racquet Club, and is responsible for their operation, maintenance and upkeep; and

C. WHEREAS, Tesoro POA is the property owners association responsible for the operation, maintenance and upkeep of the roads, road drainage facilities, stormwater retention facilities, parks, entry features, berms and other common areas and common area improvements within Tesoro, as such common areas and improvements are more specifically described in the declaration of covenants and restrictions governing Tesoro, and recorded in the public records, as revised from time to time (the "Tesoro Declaration of Covenants"); and

D. WHEREAS, Tesoro CDD is the community development district responsible for the operation, maintenance and upkeep of the preserved wetlands, associated upland buffers, constructed lakes and associated littoral zones within Tesoro, and the drainage structure located under Via Tesoro;

E. WHEREAS, pursuant to the plats which subdivided the lots and tracts within Tesoro and pursuant to certain recorded easements, WCI, Tesoro POA and Tesoro CDD each

have the right to access certain property within Tesoro for the purposes of carrying out their respective foregoing obligations. However, in many locations within Tesoro, the improvements and preserved areas, as-built, do not lie within the boundaries of the tracts or easements designated for such improvements and preserved areas; and

F. WHEREAS, the Parties hereto desire to enter into this Reciprocal Easement Agreement, giving each Party the right to access, operate and maintain the improvements and preserved areas which each Party is responsible to operate and maintain; and

G. NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, each to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged and accepted, and the premises and covenants hereinafter set forth, WCI, Tesoro POA and Tesoro CDD expressly agree as set forth herein.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated into the text of this Agreement.

2. **Easement Benefiting WCI.** The Parties hereby declare and convey, for the benefit of WCI and its successors, assigns and successors-in-title to the Tesoro Golf Courses, Tesoro Clubhouse, Tesoro Racquet Club and Tesoro Maintenance Facility, a non-exclusive easement over, upon, and across the land shown as shaded in gray in **Exhibit "A"**, attached hereto and made a part hereof (the "WCI Easement Area"), for the purpose of operating and maintaining (a) the Tesoro Golf Courses, including all greens, fairways, roughs, sand traps, tees, golf cart paths, landscaping, lighting, drainage, parking and any other appurtenant improvements, (b) the Tesoro Clubhouse, including the landscaping, lighting, drainage, parking and any other appurtenant improvements, (c) the Tesoro Racquet Club, including tennis courts, a swimming pool, landscaping, lighting, drainage, parking and any other appurtenant improvements, and (d) the Tesoro Maintenance Facility. This easement shall include pedestrian, vehicular and equipment ingress and egress over the WCI Easement Area as may be necessary to perform the foregoing operations and maintenance. WCI and its successors, assigns and successors-in-title shall have the right to perform the foregoing operations and maintenance in accordance with this Agreement, but this Agreement shall not impose or create any obligation for WCI to perform such work.

3. **Easement Benefiting Tesoro POA.** The Parties hereby declare and convey, for the benefit of Tesoro POA and its successors and assigns, a non-exclusive easement over, upon, and across the land shown as shaded in gray in **Exhibit "B"**, attached hereto and made a part hereof (the "Tesoro POA Easement Area"), for the purpose of operating and maintaining the roads, road drainage facilities, stormwater retention facilities, parks, entry features, berms and other common areas and common area improvements within Tesoro, as such common areas and improvements are more specifically described in the Tesoro Declaration of Covenants. This easement shall include pedestrian, vehicular and equipment ingress and egress over the Tesoro POA Easement Area as may be necessary to perform the foregoing operations and maintenance. Tesoro POA and its successors and assigns shall have the right to perform the foregoing operations and

maintenance in accordance with this Agreement, but this Agreement shall not impose or create any obligation for Tesoro POA to perform such work.

4. **Easement Benefitting Tesoro CDD.** The Parties hereby declare and convey, for the benefit of Tesoro CDD and its successors and assigns, a non-exclusive easement over, upon, and across the land shown as shaded in gray in **Exhibit "C"**, attached hereto and made a part hereof (the "Tesoro CDD Easement Area"), for the purpose of operating and maintaining the preserved wetlands, associated upland buffers, constructed lakes and associated littoral zones within Tesoro, and the drainage structure located under SE Via Tesoro. This easement shall include pedestrian, vehicular and equipment ingress and egress over the Tesoro CDD Easement Area as may be necessary to perform the foregoing operations and maintenance. Tesoro CDD and its successors and assigns shall have the right to perform the foregoing operations and maintenance in accordance with this Agreement, but this Agreement shall not impose or create any obligation for Tesoro CDD to perform such work.

5. **General Access Easement.** Each of the Parties hereto does also hereby declare and convey, for the benefit of the other Parties hereto and their successors and assigns, a non-exclusive easement over, upon and across any lands owned by the Parties hereto, as may reasonably be necessary for WCI to gain access to the WCI Easement Area, for Tesoro POA to gain access to the Tesoro POA Easement Area and for Tesoro CDD to gain access to the Tesoro CDD Easement Area, for the purposes allowed pursuant to Paragraphs 2, 3 and 4 above, and for no other purpose (the "General Access Easement"). This General Access Easement shall include pedestrian, vehicular and equipment ingress and egress, but shall be subject to reasonable restrictions on the use of this General Access Easement as may be imposed from time to time by the fee title owner of the land encumbered by this General Access Easement, including, but not limited to, restrictions as to the time and location of the ingress and egress, provided that such restrictions shall not prevent or unreasonably obstruct the grantees of this General Access Easement from exercising their rights set forth in this Agreement.

6. **Non-Interference/Improvements.** No Party hereto shall permit, operate or install any equipment or improvements on such Party's property, or take any other action, which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

7. **Insurance.** Each Party hereto shall obtain at its sole cost and expense, a policy of general liability insurance, insuring against claims for personal injury, bodily injury, death or property damage arising from such Party's use of its easement rights pursuant to this Agreement. Such policy or policies of insurance shall have limits of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death, and One Million Dollars (\$1,000,000.00) for property damage. All insurance provided for in this Paragraph 7 shall be (i) effected under insurance policies issued by insurers licensed to do business in the State of Florida, (ii) name the other Parties hereto as additional insured, and (iii) only be cancellable after thirty (30) days prior written notice to all Parties hereto. Each Party hereto shall, upon request by any of the other Parties hereto, or its successors or assigns, deliver to such other Party, or its successor or assigns, certificates of insurance for the insurance required hereunder showing such other Party, or its successors or assigns, as an insured. Any Party hereto may satisfy the obligations set forth in this paragraph by insuring such Party's easements under this Agreement by adding them to an

existing portfolio policy or umbrella policy meeting the foregoing requirements.

8. **Indemnification.** Any Party hereto that exercises its rights hereunder (the “Maintaining Party”) by going onto land owned by another Party hereto (the “Other Party”), to the extent permitted by law, shall indemnify, hold harmless and defend such Other Party with respect to any and all loss, cost, damage or expense occasioned to or suffered by the Other Party, including costs and reasonable attorneys’ fees at the trial level and in any appellate proceeding, arising from, out of, or in connection with, directly or indirectly, utilization by the Maintaining Party or any agent, employee, consultant, representative, contractor, subcontractor, licensee, guest or invitee of the Maintaining Party, of any of the rights and easements granted hereunder or hereby. Except as otherwise specified in this Agreement, each Party hereto shall have no liability or responsibility to the other Parties hereto, or to any agent, employee, consultant, representative, contractor, subcontractor, licensee, guest or invitee of such other Parties who may enter upon any portion of such Party’s land pursuant to, or by reason of, the rights and easements granted under this Agreement.

9. **Compliance with Laws and Permits.** The Maintaining Party (as defined hereinabove) shall be responsible for complying with any and all federal, state and/or local laws, statutes, ordinances or regulations governing the actions of the Maintaining Party, including without limitation, any statutes, ordinances or regulations governing the trimming or removal of vegetation or the maintenance or preservation of wetlands and uplands. The Maintaining Party shall obtain any governmental permits or approvals required for the Maintaining Party to carry out its activities and shall comply with the conditions or requirements of any governmental permits or approvals applying to the Maintaining Party’s activities, including without limitation any applicable South Florida Water Management District permits, consent agreements and conservation easements. To the extent permitted by law, the Maintaining Party shall indemnify the Other Party (as defined above) against any cost or expense arising from a violation or breach of this paragraph.

10. **No Public Rights.** No rights or benefits in and to the general public or any governmental authority (other than Tesoro CDD) are intended to be created or established by this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by the Parties (or their respective assigns and successors-in-interest or title), which written document shall be recorded in the Public Records of St. Lucie County, Florida.

12. **Section Headings.** The section headings as used in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section hereof; they shall be ignored in construing this Agreement.

13. **Counterparts and Facsimile Execution.** This Agreement may be executed in two or more identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in

making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise) and shall be considered valid, binding and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction.

14. **Severability**. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder or substantially increase the burden of any Party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. **Binding Effect**. Except as otherwise specifically provided herein, the rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns and successors-in-interest and/or title. The WCI Easement Area, Tesoro POA Easement Area and Tesoro CDD Easement Area, and the lands encumbered by the General Access Easement, shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to the benefits and burdens, as the case may be, of the provisions of this instrument. Following the recordation of this instrument, each person or entity who or which shall acquire any right, title, interest, claim or lien in, to, or upon any portion of the WCI Easement Area, Tesoro POA Easement Area or Tesoro CDD Easement Area, or the lands encumbered by the General Access Easement, shall be deemed, in all respects, to have acquired such right, title, interest, claim or lien, subject to the benefits and burdens of this instrument to the same extent as if (i) such person or entity had consented to this instrument by its joinder herein as a "party" to this instrument or (ii) this instrument had been specifically agreed and consented to in the instrument or instruments pursuant to which such right, title, interest, claim or lien was acquired, created, imposed or granted.

16. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in St. Lucie County, Florida.

17. **Remedies**. If any Party hereto, or its assigns or successors-in-interest and/or title, fails to carry out any of its covenants herein contained, the Parties hereto shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of injunction (but not including a jury trial). Any Party may file an action for injunctive relief in the Circuit Court for St. Lucie County to enforce the terms of this Agreement. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement. The Parties hereto agree that they shall cooperate in good faith to carry out the intent of this Agreement.

18. **Mutual Waiver Of Jury Trial**. THE PARTIES HERETO MUTUALLY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF FLORIDA,

ANY RIGHT, POWER, PRIVILEGE, OR PREROGATIVE TO DEMAND A JURY TRIAL WITH RESPECT TO ANY AND ALL ISSUES ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, DELIVERY AND/OR ENFORCEMENT OF THIS AGREEMENT, WHICH WAIVER IS MEANT TO APPLY TO ALL CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS.

19. **Attorneys' Fees and Costs.** In connection with any litigation, including appellate and/or bankruptcy proceedings, arising out of, under or relating to this Agreement, or in connection with any action for rescission of this Agreement or for declaratory or injunctive relief, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties such prevailing Parties' out-of-pocket costs and reasonable attorneys' and paralegals' fees.

20. **Gender; Singular and Plural Usages.** Wherever in this Agreement the singular is used, the same shall include the plural, and vice-versa, and wherever in this Agreement the masculine gender is used, the same shall include the feminine and neuter genders, and vice-versa.

21. **Nonexclusivity.** The rights and easements granted by this instrument are non-exclusive and each Party hereto reserves unto itself, and its assigns and successors-in-interest and/or title, the right to utilize its property, and all parts thereof, for any purpose whatsoever provided such use is in recognition of, and not in derogation of, the rights and easements granted hereunder to the other Parties hereto.

22. **No Joint Venture or Partnership.** This Agreement shall not create between the Parties hereto any business enterprise, whether it appear to be a joint venture or partnership, or any other business venture.

23. **Exclusion of Residential Lots.** This Agreement shall not apply to, affect or encumber the platted Residential Lots located within Tesoro that are intended for use as home sites, regardless of who owns such lots.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

Print Name: _____

WEST COAST INVESTORS, LLC, a
Florida limited liability company

Print Name: _____

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of WEST COAST INVESTORS, LLC a Florida limited liability company. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

TESORO PROPERTY OWNER'S
ASSOCIATION, INC., a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

[CORPORATE SEAL]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of TESORO PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: _____

TESORO COMMUNITY DEVELOPMENT
DISTRICT, a political subdivision of the
State of Florida

Print Name: _____

By: _____
Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of TESORO COMMUNITY DEVELOPMENT DISTRICT, a political subdivision of the State of Florida. Said person (check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

TESORO

WCI Drainage & Retention Facilities

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

EXHIBIT "B"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LB 4286

TESORO

POA Drainage & Retention Facilities

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

EXHIBIT "C"



CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4266

TESORO

CDD Wetlands, Upland Buffers, Lakes & Littoral Zones

DATE: 6/4/2019

DRAWN JDJ

SCALE: 1"=1,500'

JOB No. 02-062

SECTION IX

SECTION C

SECTION 1

Tesoro

Community Development District

Check Run Summary

November 20, 2018 thru May 23, 2019

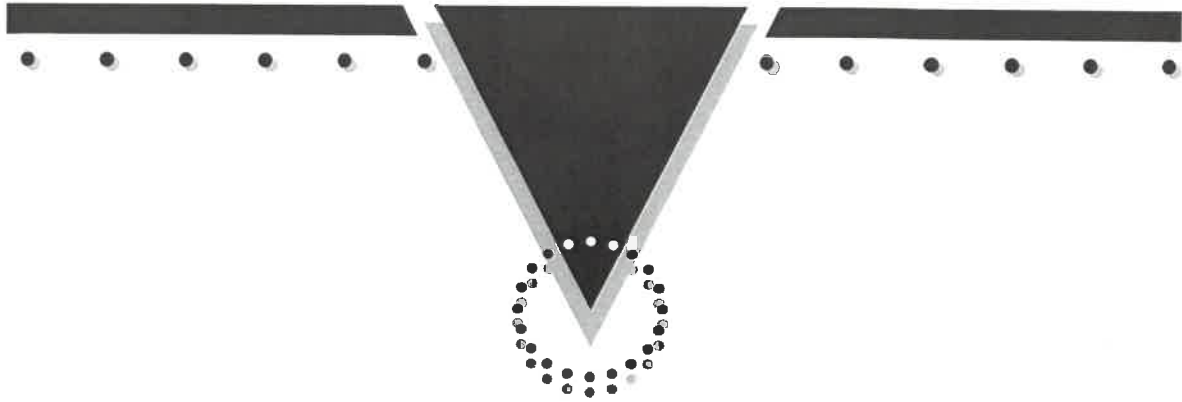
Fund	Date	Check No.'s	Amount
General Fund	6/7/19	862	\$95.31
	6/12/19	863	\$4,068.18
	6/14/19	864-866	\$4,118.35
	6/21/19	867-868	\$9,675.00
	6/26/19	869-870	\$18,239.65
	7/3/19	871	\$2,117.00
	7/7/19	872	\$4,124.74
	7/11/19	873	\$208.90
	7/25/19	874-876	\$21,433.85
	8/13/19	877	\$4,000.18
	8/14/19	878	\$97.50
	8/21/19	879	\$7,875.00
	8/28/19	880-881	\$12,782.28
			\$88,835.94

CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/07/19	00007	5/28/19	6-566-34	201905	310-51300-42000						*	95.31	
					DELIVERY 05/23/19								
					FEDEX								
6/12/19	00004	6/01/19	298	201906	310-51300-34000					MANAGEMENT FEES-JUN19	*	2,652.25	95.31 000862
		6/01/19	298	201906	310-51300-35100					INFORMATION TECH-JUN19	*	41.67	
		6/01/19	298	201906	310-51300-51000					OFFICE SUPPLIES	*	17.71	
		6/01/19	298	201906	310-51300-42000					POSTAGE	*	3.50	
		6/01/19	298	201906	310-51300-42500					COPIES	*	65.55	
		6/01/19	299	201906	320-53800-12000					FIELD MANAGEMENT-JUN19	*	1,287.50	
					GOVERNMENTAL MANAGEMENT SERVICES								4,068.18 000863
6/14/19	00006	5/29/19	85745	201904	310-51300-31100					DRAINAGE EASEMENTS PREP.	*	913.20	
					CULPEPPER & TERPENING, INC.								913.20 000864
6/14/19	00008	6/06/19	WGC-1306	201905	310-51300-31500					MTG/MGMT PLAN/AUDIT RPT	*	3,088.00	
					LEWIS, LONGMAN & WALKER, PA								3,088.00 000865
6/14/19	00005	5/21/19	2281753	201905	310-51300-48000					NOT.OF MEETING 05/29/19	*	117.15	
					TREASURE COAST NEWSPAPER								117.15 000866
6/21/19	00014	6/03/19	18355	201906	310-51300-32200					FY18 AUDIT-FINAL PAYMENT	*	1,800.00	
					GRAU AND ASSOCIATES								1,800.00 000867
6/21/19	00026	6/02/19	87485	201906	320-53800-47300					MTHLY LANDSCAPE MNT-JUN19	*	7,875.00	
					WELLINGTON PRO LAWN								7,875.00 000868
6/26/19	00006	12/31/18	84856	201812	310-51300-31100					DRAINAGE EASEMENTS PREP.	*	4,851.40	
		6/13/19	85886	201905	310-51300-31100					DRAIN EASEMNT PREP-MAY19	*	722.25	
					CULPEPPER & TERPENING, INC.								5,573.65 000869
6/26/19	00017	6/17/19	3908	201906	320-53800-46200					WESTLTK/WETLAND MNT-JUN19	*	7,093.00	

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/03/19 00038		6/17/19 3908	201906	330-53800-46200			EASTLK/WETLAND MNT-JUN19	*	5,573.00	12,666.00 000870
							NATIVE LANDS MANAGEMENT, INC.			
		6/26/19 354573	201905	310-51300-31500			REV.MNT/EASE AGRMT/PHONE	*	474.50	
		6/26/19 354573A	201906	310-51300-31500			EASE AGR/C&T EXHIBIT/MTG	*	1,642.50	
							DEAN, MEAD, EGERTON, BLOODWORTH,			2,117.00 000871
7/07/19 00004		7/01/19 300	201907	310-51300-34000			MANAGEMENT FEES JUL19	*	2,652.25	
		7/01/19 300	201907	310-51300-35100			INFORMATION TECH JUL19	*	41.67	
		7/01/19 300	201907	310-51300-51000			OFFICE SUPPLIES JUL19	*	1.17	
		7/01/19 300	201907	310-51300-42000			POSTAGE JUL19	*	31.30	
		7/01/19 300	201907	310-51300-42500			COPIES JUL19	*	110.85	
		7/01/19 301	201907	320-53800-12000			FIELD MANAGEMENT JUL19	*	1,287.50	
							GOVERNMENTAL MANAGEMENT SERVICES			4,124.74 000872
7/11/19 00008		7/03/19 WGC-1310	201906	310-51300-31500			REV.ETHIC PROP.RULE/TRVL	*	208.90	
							LEWIS, LONGMAN & WALKER, PA			208.90 000873
7/25/19 00006		7/08/19 86125	201906	310-51300-31100			DRAIN EASEMENT PREP-JUN19	*	892.85	
							CULPEPPER & TERPENING, INC.			892.85 000874
7/25/19 00017		7/12/19 3929	201907	320-53800-46200			WESTLK/WETLAND MNT-JUL19	*	7,093.00	
		7/12/19 3929	201907	330-53800-46200			EASTLK/WETLAND MNT-JUL19	*	5,573.00	
							NATIVE LANDS MANAGEMENT, INC.			12,666.00 000875
7/25/19 00026		7/07/19 87820	201907	320-53800-47300			MTHLY LANDSCAPE MNT-JUL19	*	7,875.00	
							WELLINGTON PRO LAWN			7,875.00 000876
8/13/19 00004		8/01/19 302	201908	310-51300-34000			MANAGEMENT FEES-AUG19	*	2,652.25	
		8/01/19 302	201908	310-51300-35100			INFORMATION TECH-AUG19	*	41.67	

TES -- TESORO -- IARAUJO

SECTION 2



Tesoro

Community Development District

Unaudited Financial Reporting
July 31, 2019



Table of Contents

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2	<u>General Fund</u>
3	<u>Month to Month</u>
4	<u>Assessment Receipt Schedule</u>
5	<u>Stormwater Fee Schedule</u>

Tesoro
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2019

	<u>General</u>
<u>Assets:</u>	
Cash	\$136,167
Investment - State Board of Administration	\$445,085
Total Assets	<u>\$581,253</u>
<u>Liabilities:</u>	
Accounts Payable	\$214
<u>Fund Equity:</u>	
Fund Balances:	
Unassigned	\$468,985
Assigned	\$112,054
Total Liabilities, Fund Equity & Other Credits	<u>\$581,253</u>

Tesoro

COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	Adopted Budget	Prorated Thru 07/31/19	Actual Thru 07/31/19	Variance
Revenues:				
Stormwater Fees	\$210,000	\$210,000	\$241,064	\$31,064
Assessments	\$70,996	\$70,996	\$71,731	\$735
Interest	\$5,000	\$4,167	\$9,374	\$5,207
Total Revenues	\$285,996	\$285,163	\$322,170	\$37,007
Expenditures:				
Administrative				
Supervisor Fees	\$4,000	\$3,333	\$1,200	\$2,133
FICA Expense	\$306	\$255	\$92	\$163
Engineering	\$5,000	\$4,167	\$16,611	(\$12,444)
Attorney	\$10,000	\$8,333	\$7,183	\$1,151
Annual Audit	\$2,800	\$2,800	\$2,800	\$0
Assessment Roll Administration	\$2,500	\$2,500	\$2,500	\$0
Management Fees	\$31,827	\$26,523	\$26,523	\$0
Information Technology	\$500	\$417	\$1,617	(\$1,200)
Telephone	\$150	\$125	\$6	\$119
Postage	\$1,000	\$833	\$307	\$527
Insurance	\$6,844	\$6,844	\$6,222	\$622
Printing & Binding	\$1,000	\$833	\$215	\$618
Legal Advertising	\$1,600	\$1,333	\$849	\$484
Other Current Charges	\$750	\$625	\$324	\$301
Office Supplies	\$200	\$167	\$40	\$127
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$68,652	\$59,263	\$66,662	(\$7,399)
Maintenance				
Field Operations				
Field Management Fees	\$15,450	\$12,875	\$12,875	\$0
West Side				
Mitigation Maintenance	\$85,116	\$70,930	\$70,930	\$0
Landscaping	\$89,986	\$74,988	\$77,621	(\$2,633)
Electric	\$10,000	\$8,333	\$112	\$8,221
Plant Replacement	\$5,000	\$4,167	\$0	\$4,167
Fountain Repairs	\$5,000	\$4,167	\$0	\$4,167
Contingency	\$26,095	\$21,746	\$0	\$21,746
East Side				
Mitigation Monitoring	\$7,500	\$6,250	\$0	\$6,250
Mitigation Maintenance	\$66,876	\$55,730	\$55,730	\$0
Plant Replacement	\$5,000	\$4,167	\$0	\$4,167
Contingency	\$13,375	\$11,146	\$0	\$11,146
Total Maintenance	\$329,398	\$274,498	\$217,269	\$57,230
Total Expenditures	\$398,050		\$283,931	
Excess Revenues (Expenditures)	(\$112,054)		\$38,238	
Fund Balance - Beginning	\$112,054		\$542,801	
Fund Balance - Ending	\$0		\$581,039	

Tesoro CDD

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues:													
Stormwater Fees	\$0	\$0	\$0	\$0	\$0	\$222,898	\$1,212	\$2,934	\$740	\$13,280	\$0	\$0	\$241,064
Assessments	\$0	\$3,174	\$59,308	\$899	\$718	\$404	\$985	\$246	\$4,425	\$1,573	\$0	\$0	\$71,731
Interest	\$877	\$874	\$953	\$996	\$897	\$993	\$948	\$970	\$929	\$937	\$0	\$0	\$9,374
Total Revenues	\$877	\$4,048	\$60,261	\$1,895	\$1,616	\$224,294	\$5,145	\$4,150	\$6,095	\$15,791	\$0	\$0	\$322,170

Expenditures:

Supervisor Fees	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$1,200
FICA Expense	\$0	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$46	\$0	\$0	\$0	\$92
Engineering	\$0	\$5,993	\$5,928	\$0	\$1,226	\$936	\$913	\$722	\$893	\$0	\$0	\$0	\$16,611
Attorney	\$95	\$694	\$96	\$219	\$438	\$3,563	\$130	\$0	\$1,851	\$98	\$0	\$0	\$7,183
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,800	\$0	\$0	\$0	\$2,800
Assessment Roll Administration	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
District Management Fees	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$2,652	\$0	\$0	\$26,523
Information Technology	\$42	\$42	\$42	\$1,242	\$42	\$42	\$42	\$42	\$42	\$42	\$0	\$0	\$1,617
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$6
Postage	\$12	\$107	\$4	\$4	\$13	\$29	\$5	\$99	\$4	\$31	\$0	\$0	\$307
Insurance	\$6,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,222
Printing & Binding	\$11	\$2	\$21	\$0	\$0	\$0	\$0	\$5	\$66	\$111	\$0	\$0	\$215
Legal Advertising	\$249	\$366	\$0	\$0	\$0	\$0	\$0	\$117	\$0	\$116	\$0	\$0	\$849
Other Current Charges	\$29	\$30	\$29	\$29	\$29	\$29	\$44	\$30	\$46	\$30	\$0	\$0	\$324
Office Supplies	\$1	\$0	\$18	\$0	\$1	\$0	\$0	\$0	\$18	\$1	\$0	\$0	\$40
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$11,987	\$10,592	\$8,788	\$4,146	\$4,401	\$7,250	\$3,792	\$4,668	\$8,017	\$3,081	\$0	\$0	\$66,662

Field Operations

Field Management Fees	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$1,288	\$0	\$0	\$12,875
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	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$0	\$0	\$77,621
Plant Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$0	\$0	\$112
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
East Side													
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	\$21,463	\$21,463	\$21,463	\$21,840	\$21,840	\$21,840	\$21,840	\$21,840	\$21,840	\$21,840	\$0	\$0	\$217,269
Total Expenditures	\$33,451	\$31,995	\$30,252	\$25,986	\$26,241	\$29,090	\$25,632	\$26,507	\$29,857	\$24,921	\$0	\$0	\$285,931
Excess Revenues (Expenditures)	(\$52,573)	(\$27,947)	\$30,009	(\$24,091)	(\$24,623)	\$195,204	(\$21,487)	(\$22,356)	(\$23,763)	(\$4,130)	\$0	\$0	\$38,238

**TESORO
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

Gross Assessments \$ 75,985 \$ 75,873
Net Assessments \$ 71,321 \$ 71,321

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 100.00%	Total 100%
11/9/18	ACH	\$ 93.76	\$ -	\$ 1.88	\$ -	\$ 91.88	\$ 91.88	\$ 91.88
11/19/18	ACH	\$ 664.10	\$ -	\$ 13.29	\$ -	\$ 650.81	\$ 650.81	\$ 650.81
11/27/18	ACH	\$ 1,513.68	\$ -	\$ 30.26	\$ -	\$ 1,483.42	\$ 1,483.42	\$ 1,483.42
11/30/18	ACH	\$ 966.80	\$ -	\$ 19.34	\$ -	\$ 947.46	\$ 947.46	\$ 947.46
12/7/18	ACH	\$ 57,482.06	\$ -	\$ 1,149.64	\$ -	\$ 56,332.42	\$ 56,332.42	\$ 56,332.42
12/14/18	ACH	\$ 2,642.68	\$ -	\$ 52.85	\$ -	\$ 2,589.83	\$ 2,589.83	\$ 2,589.83
12/21/18	ACH	\$ 334.26	\$ -	\$ 6.69	\$ -	\$ 327.57	\$ 327.57	\$ 327.57
12/31/18	ACH	\$ 59.20	\$ -	\$ 1.18	\$ -	\$ 58.02	\$ 58.02	\$ 58.02
1/7/19	ACH	\$ 473.62	\$ -	\$ 9.47	\$ -	\$ 464.15	\$ 464.15	\$ 464.15
1/9/19	ACH	\$ 636.94	\$ -	\$ 12.74	\$ -	\$ 624.20	\$ 624.20	\$ 624.20
1/10/19	ACH	\$ 36.98	\$ -	\$ 0.74	\$ -	\$ 36.24	\$ 36.24	\$ 36.24
1/10/19	AP	\$ -	\$ -	\$ 758.75	\$ -	\$ (758.75)	\$ (758.75)	\$ (758.75)
1/11/19	ACH	\$ 345.35	\$ -	\$ 6.91	\$ -	\$ 338.44	\$ 338.44	\$ 338.44
1/18/19	ACH	\$ 88.80	\$ -	\$ 1.78	\$ -	\$ 87.02	\$ 87.02	\$ 87.02
1/28/19	ACH	\$ 109.67	\$ -	\$ 2.19	\$ -	\$ 107.48	\$ 107.48	\$ 107.48
2/1/19	ACH	\$ 388.83	\$ -	\$ 7.78	\$ -	\$ 381.05	\$ 381.05	\$ 381.05
2/8/19	ACH	\$ 284.16	\$ -	\$ 5.68	\$ -	\$ 278.48	\$ 278.48	\$ 278.48
2/15/19	ACH	\$ 29.91	\$ -	\$ 0.60	\$ -	\$ 29.31	\$ 29.31	\$ 29.31
2/22/19	ACH	\$ 30.22	\$ -	\$ 0.61	\$ -	\$ 29.61	\$ 29.61	\$ 29.61
3/1/19	ACH	\$ 30.22	\$ -	\$ 0.61	\$ -	\$ 29.61	\$ 29.61	\$ 29.61
3/8/19	ACH	\$ 55.62	\$ -	\$ 1.11	\$ -	\$ 54.51	\$ 54.51	\$ 54.51
3/14/19	ACH	\$ 111.90	\$ -	\$ 2.24	\$ -	\$ 109.66	\$ 109.66	\$ 109.66
3/22/19	ACH	\$ 30.93	\$ -	\$ 0.62	\$ -	\$ 30.31	\$ 30.31	\$ 30.31
3/29/19	ACH	\$ 183.11	\$ -	\$ 3.66	\$ -	\$ 179.45	\$ 179.45	\$ 179.45
4/5/19	ACH	\$ 712.12	\$ -	\$ 14.24	\$ -	\$ 697.88	\$ 697.88	\$ 697.88
4/8/19	ACH	\$ 9.03	\$ -	\$ 0.18	\$ -	\$ 8.85	\$ 8.85	\$ 8.85
4/8/19	ACH	\$ 47.17	\$ -	\$ 0.94	\$ -	\$ 46.23	\$ 46.23	\$ 46.23
4/12/19	ACH	\$ 204.93	\$ -	\$ 4.10	\$ -	\$ 200.83	\$ 200.83	\$ 200.83
4/19/19	ACH	\$ 31.44	\$ -	\$ 0.63	\$ -	\$ 30.81	\$ 30.81	\$ 30.81
5/3/19	ACH	\$ 31.44	\$ -	\$ 0.63	\$ -	\$ 30.81	\$ 30.81	\$ 30.81
5/8/19	ACH	\$ 125.76	\$ -	\$ 2.51	\$ -	\$ 123.25	\$ 123.25	\$ 123.25
5/16/19	ACH	\$ 94.32	\$ -	\$ 1.89	\$ -	\$ 92.43	\$ 92.43	\$ 92.43
6/7/19	ACH	\$ 187.11	\$ -	\$ 3.74	\$ -	\$ 183.37	\$ 183.37	\$ 183.37
6/10/19	ACH	\$ 125.90	\$ -	\$ 2.52	\$ -	\$ 123.38	\$ 123.38	\$ 123.38
6/24/19	ACH	\$ 4,202.30	\$ -	\$ 84.05	\$ -	\$ 4,118.25	\$ 4,118.25	\$ 4,118.25
7/8/19	ACH	\$ 1,605.30	\$ -	\$ 32.10	\$ -	\$ 1,573.20	\$ 1,573.20	\$ 1,573.20
Totals		\$ 73,969.62	\$ -	\$ 2,238.15	\$ -	\$ 71,731.47	\$ 71,731.47	\$ 71,731.47

% Collected: 100.58%

Tesoro
COMMUNITY DEVELOPMENT DISTRICT
Stormwater Fee Schedule
Fiscal Year 2019

Date	Check #	Net Receipts
3/15/19	WIRE	\$222,897.90
4/26/19	282557	\$1,212.39
4/26/19	ACH	\$0.09
5/15/19	ACH	\$2,933.56
6/14/19	ACH	\$740.41
7/15/19	ACH	\$13,280.11
Total		\$241,064.46

SECTION 3

**NOTICE OF MEETINGS
TESORO COMMUNITY
DEVELOPMENT DISTRICT
Fiscal Year 2020**

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