Tesoro Community Development District

Agenda

August 16, 2021

AGENDA

Community Development District

219 East Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 – Fax: 407-839-1526

August 9, 2021

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 <u>Monday</u>, <u>August 16</u>, <u>2021 at 10:00 a.m.</u> at the Tesoro Club, <u>2000 SE Via Tesoro Blvd.</u>, <u>Port St. Lucie</u>, <u>Florida. PLEASE NOTE THE TIME OF THE MEETING</u>. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Organizational Matters
 - A. Acceptance of Resignation of Mark Mershon
 - B. Appointment of Individual to Fulfill Board Vacancy in Seat 5 with a Term Ending November 2024
 - C. Administration of Oath of Office to Newly Appointed Board Member
 - D. Election of Officers
 - E. Consideration of Resolution 2021-04 Electing Officers
- Approval of Minutes of the April 28, 2021 Meeting
- 5. Public Hearing
 - A. Consideration of Resolution 2021-05 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2021-06 Imposing Special Assessments and Certifying an Assessment Roll
- 6. Consideration of Agreement for Wetland, Lake and Upland Preserve Maintenance Services with Native Lands Management, Inc.
- 7. Consideration of Agreement for Wetlands Boundary and Lake Banks Landscape Maintenance Agreement with Wellington Pro Lawn Care
- 8. 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 2022 Meeting Schedule
 - iv. Field Manager's Report
- 9. Audience Comments
- 10. Supervisor's Requests
- 11. Adjournment

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

The third order of business is organizational matters. Section A is acceptance of resignation of Mark Mershon. A copy of the resignation is enclosed for your review. Section B is appointment of individual to fulfill the board vacancy in Seat 5 with a term ending November 2024. Section C is administration of oath of office to newly appointment board member. Section D is election of officers. Section E is consideration of resolution 2021-04 electing officers. A copy of the resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the April 28, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business opens the public hearing. Section A is consideration of resolution 2021-05 adopting the Fiscal Year 2022 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of resolution 2021-06 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of agreement for wetland, lake and upland preserve maintenance services with Native Lands Management, Inc. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of agreement for wetlands boundary and lake banks landscape maintenance agreement with Wellington Pro Lawn Care. A copy of the agreement is enclosed for your review.

Section B of the eighth order of business is the Attorney's Report. Section 1 is discussion of E-Verify requirements for special districts. Section C 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 Fiscal Year 2022 meeting schedule. Section 4 is the Field Manager's 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,

Jason Showe District Manager

Cc: William Capko, District Counsel

Butch Terpening, District Engineer

Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

From: Mark Mershon aljadatha Cyanalisan 🎮

Subject: Re: Tesoro CDD 4/28/21 Meeting Reminder & Scanned Agenda

Date: July 3, 2021 at 8:27 AM

To: Lauren Vanderveer haufdung an Oglata filozofi

Co. Jason Showe (விலாக இதுகளிகளை, Anne Vogt என்கொளுக்கொள்க கூற, Hal Fenner கொளியாலில் இந்நோழாயி கூறை,

janvout@embo-inciden

This is to formally advise of my resignation from the Tesoro CDD board effective 07/01/2021. We closed on the sale of our Tesoro residence that same day. (I did file the final financial disclosure form with the Supervisor of St. Lucie County Elections on that same

I have enjoyed working with you. Thank you for your good work.

Best Regards, Mark J. Mershon Investigation / Risk Management Consultation

FBI Assistant Director - Retired

Mershon Group, LLC 103 SE Rio Casarano Port St. Lucie, Florida 34984-6618 Tel. 973-900-4969 mimersinon@amail.com

On Fri, Jul 2, 2021 at 9:38 AM Lauren Vanderveer < vanderveer@gmscil.com> wrote:

Hi Mr. Mershon.

You can send an email to me & Jason stating your resignation & effective date.

Thank you! Lauren Vanderveer **Governmental Management Services** 219 East Livingston Street Orlando, FL 32801 Email: Ivanderveer@grnscfl.com Phone: (407) 841-5524 ext. 112 Fax: (407) 839-1526

WE HAVE MOVED - PLEASE NOTE OUR NEW ADDRESS

On Jul 2, 2021, at 5:07 AM, Mark Mershon <mjmershon@gmail.com> wrote:

Hello Lauren: We have moved from Tesoro (July 1st), and I need to know who to report my resignation from the Tesoro CDD.

Please advise.

Best, Mark Mershon

Mark J. Mershon

Investigation / Risk Management Consultation

FBI Assistant Director - Retired

Mershon Group, LLC 103 SE Rio Casarano Port St. Lucie, Florida 34984-6618 Tel. 973-900-4969 mjmershon@gmail.com

On Wed, Apr 21, 2021 at 6:07 PM Lauren Vanderveer vanderveer@gmscfl.com wrote:

Dear Board Members & Staff.

This is a reminder that the Board of Supervisors meeting of the Tesoro CDD will be held on Wednesday, April 28, 2021 at 6:30 PM at the Tesoro Club, 2000 SE Via Tesoro Blvd., Port St. Lucie, FL 34894. PLEASE NOTE THE TIME OF THE MEETING. Please confirm your planned attendance at your earliest convenience, ALL 3 Board Members will need to be physically present at the meeting to constitute a quorum. Also, attached for your review is the fully scanned agenda. The call-in information for staff not attending the meeting in person is as follows:

Number(s): 1-888-394-8197 or 1-719-457-6443

Participant Passcode: 499110

Please contact me or Jason Showe if you have any questions.

PLEASE DO NOT "REPLY TO ALL"

SECTION E

RESOLUTION 2021-04

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

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

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

Section 1.		is elected Chairperson.
Section 2.		is elected Vice-Chairperson.
Section 3.		is elected Secretary.
Section 4.		is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary.
Section 5.	-	is elected Treasurer.
Section 6.		is elected Assistant Treasurer.
Section 7.	This Resolution shall be	come effective immediately upon its adoption.
PASSED A	ND ADOPTED this 16 th da	ay of August, 2021.
ATTEST:		TESORO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant	Secretary	Chairperson/Vice-Chairperson



MINUTES OF MEETING TESORO COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tesoro Community Development District was held Wednesday, April 28, 2021 at 6:30 p.m. at the Tesoro Club, 3rd Floor, 2000 S.E. Via Tesoro, Port St. Lucie, Florida.

Present and constituting a quorum were:

Emily Jones

Chairperson

Mark Mershon

Vice Chairman

Hal Fenner John Vogt

Assistant Secretary Assistant Secretary

Also present were:

Jason Showe

District Manager

Bill Capko

District Counsel by telephone

William Viasalyers

Field Manager

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath of Office to Newly Elected Board Member

Mr. Showe being a notary public of the State of Florida administered the oath of office to Ms. Jones.

B. Acceptance of Resignation of Sal Spano & Kathy Fialco

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor the resignations submitted by Sal Spano and Kathy Fialco were accepted.

C. Appointment of Individuals to Fill Board Vacancies in Seats 4 & 5 with Terms Ending November 2024

Mr. Showe stated seats 4 and 5 are general elector seats and Mr. Mershon and Mr. Fenner per a resolution approved by the Board last year will continue in those seats until a general elector is appointed.

On MOTION by Ms. Jones seconded by Mr. Mershon with all in favor Mr. Mershon was appointed to seat 4 and Mr. Fenner was appointed to seat 5.

D. Review of Resume/Letter of Interest

Mr. Showe stated we received two resumes, one from Mr. Vogt and one from Mr. O'Conner and you can appoint those two individuals to seats 1 and 2.

E. Appointment of Individuals to Fill Board Vacancies in Seats 1 & 2 with Terms Ending November 2022

On MOTION by Ms. Jones seconded by Mr. Mr. Mershon with all in favor John Vogt was appointed to seat 1 and Roger O'Conner was appointed to fill seat 2.

F. Administration of Oaths of Office to Newly Appointed Board Members

Mr. Showe being a notary public of the State of Florida administered the oath of office to Mr. Vogt, Mr. Fenner and Mr. Mershon.

Mr. Showe stated the form 1 statement of financial interest needs to be filled out and filed with the supervisor of elections in the county in which you reside within 30 days of today. We recommend that you get a stamped copy to show that you turned it in. There are fines if you

don't get it in on time. We also recommend that you keep a copy because you will be filling this out every year and typically it doesn't change much year to year. Next is a form 1f, final statement of financial interests that in the event you were to leave the Board this form needs to be filled out and provided to the supervisor of elections within 60 days of leaving the Board. As a Board Member you are eligible to receive compensation up to \$200 per meeting and there is a W4 and I9 form and should you choose to accept compensation you need to turn in those forms in to my office. The final item is the Florida Guide to the Sunshine Amendment and Code of Ethics for public officers. You are now a public official and as such you are subject to government in the sunshine, which means you are not permitted to talk to other Board Members outside of a publicly advertised meeting about anything that might come up at a meeting. You can talk about anything except an item that may come before the Board for a vote. That applies to all forms of communications, emails, texts, telephone calls. When you get emails from our office there is a reminder that says, please do not reply to all. It also applies to social media and you need to be careful when it comes to posting CDD information. Anything CDD related is a public record and if you send or receive emails related to the CDD you need to keep those separate from your regular email by having a separate email or put them in a folder on your computer and drop everything in that folder. You are not required to keep any records from these meetings, but if you do you need to keep that separate from your personal and business file in the event there is a public records request.

Mr. Capko stated if there are any questions about public records or government in the sunshine you can call or email me at any time.

Mr. Showe stated if something happens out here that you feel the other Board Members should be aware of, we recommend that you email me as District Manager, and I can distribute that to the other Board Members. I can't act as a conduit but we can provide them the information.

G. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor Resolution 2021-01 was approved.

H. Consideration of Resolution 2021-02 Electing Officers

Mr. Showe stated every time we have an election we are required to elect officers. Typically, the Board appoints one member as chair, one member as vice chair and from our office we would like to have George Flint as secretary, typically the other three Board Members are assistant secretaries. I ask that I be appointed treasurer or assistant treasurer in order to sign checks for the District.

On MOTION by Mr. Mershon seconded by Ms. Jones with all in favor Resolution 2021-02 was approved reflecting the following officers: Emily Jones chair, Mark Mershon vice chair, George Flint secretary, John Vogt, Hal Fenner, Roger O'Conner and Jason Showe assistant secretaries, Jason Showe treasurer and Katie Costa assistant treasurer.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 26, 2020 Meeting and Acceptance of the Minutes of the November 13, 2020 Landowners' Meeting

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor the minutes of the August 26, 2020 Board meeting were approved and the minutes of the November 13, 2020 landowners' meeting were accepted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-03 Approving the Proposed Budget for Fiscal Year 2022 and Setting a Public Hearing

Mr. Showe stated next is Resolution 2021-03 approving the proposed budget for Fiscal Year 2022 and setting a public hearing. The proposed budget will get attached to the resolution as Exhibit A, we have set the public hearing for August 30, 2021 at 10:00 a.m. It also directs us to transmit this to St. Lucie County and the City of Port St. Lucie at least 60 days prior to the public hearing and we will post this on the website as required by Florida Statutes.

Mr. Mershon stated I will be unable to be here on the 30th.

Mr. Showe stated we can set it for August 16th and we will change the resolution to reflect that. Behind the resolution is the proposed budget and there has been very little changes

to the current budget and there is no assessment increase. The major change is the insurance and we are seeing that in all of our Districts.

Mr. Viasalyers stated everything is staying the same on the landscape and lake maintenance side.

Mr. Showe stated approval of this proposed budget doesn't lock you in to anything in the account lines. What you are doing is saying you are okay with leaving the assessments the way they are. We feel that you have the financial capability to handle anything that you need and have no concerns leaving it the way it is. We put a lot of detail in the budgets to describe each item.

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor Resolution 2021-03 approving the proposed Fiscal Year 2022 budget and setting the public hearing for August 16, 2021 was approved.

SIXTH ORDER OF BUSINESS

Ratification of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2020

Mr. Showe stated next is ratification of the agreement with Grau & Associates to perform the Fiscal Year 2020 audit. I executed this in November so they could get started on the audit that has to be completed and sent to the state by a statutory deadline. The Board went through a selection process for an auditor and this agreement is in line with their proposal.

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor the engagement letter with Grau & Associates to perform the Fiscal Year 2020 audit was ratified.

SEVENTH ORDER OF BUSINESS Review and Acceptance of Fiscal Year 2020 Draft Audit Report

Mr. Showe stated we handed out the audit at tonight's meeting. The report to management is on the last page and it has the statutory compliance items they look at when they do the audit. There are no current year findings, no prior year findings and all the items they are required to look at were in compliance, and there are no recommendations.

Mr. Capko stated I had no comment on the audit, it was very clean and there was no reason to make any changes to it.

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor the Fiscal Year 2020 audit report was accepted and staff was authorized to transmit the final report to the State of Florida.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

i. Discussion of E-Verify Requirements for Special Districts

Mr. Capko stated during the 2020 legislative session the Florida Legislature passed a new law, which requires all Florida public employers, which includes the CDD, their contractors and subcontractors to register with and use the Federal E-Verify system to confirm the work authorization status of new employees hired on or after January 1, 2021. If a contractor or subcontractor fails to comply with the review of all the new hires after January 1, 2021 that can result in the termination of the contractor or subcontractor agreement with the public employer including our District. This is now in place and any contract that the District enters into including Jason's company and my law firm have to certify that we are following the requirements of the E-Verify law so that unauthorized employees are not employed and working for the District. I see that Jason and his firm has already filed the memorandum of understanding, which they are required to do on behalf of the District.

Mr. Showe stated there is nothing the bord needs to do it is up to Will, myself and the staff in the office to keep us in compliance. GMS has filed and all our employees are verified under that system. We will have that language in any new contracts the District enters into.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Mershon seconded by Mr. Fenner with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package.

iii. Presentation of Number of Registered Voters - 294

A copy of the letter from the supervisor of elections indicating there are 294 registered voters residing within the District was included in the agenda package.

iv. Field Manager's Report

Mr. Viasalyers stated the water feature no. 5 recently had some motor issues and we are working to get that repaired and hopefully in the next couple weeks that will be back up and running.

- Mr. Mershon asked is that integral to a golf hole?
- Mr. Viasalyers responded no; it is the only CDD owned water feature on the property.

EIGHTH ORDER OF BUSINESS Audience Comments

Mr. Gordon stated I'm a retired general contractor and I understand what you are supposed to do. At one time you had a layout on the website on what you were doing and I didn't see it last year. Is it still there?

Mr. Showe stated in the past our landscapers have put together some schedules. Is that what you are referring to?

- Mr. Gordon stated you had drawings and schedule.
- Mr. Viasalyers asked do you mean a map showing the service areas?
- Mr. Gordon responded yes.
- Mr. Viasalyers stated we will check and if they are not we can get those on there.

A resident stated I have a hard time determining what their actual scope is supposed to be. From my standpoint it is spotty work. They come in and work on something for a day and you don't see them anymore and they don't finish it. If you go to where the two ponds come together they sprayed part of the stuff on the top but they didn't spray it all. I have seen that a lot. I contacted you about the pond on 172 the pump is on and off and they pulled the pump out again and the CDD pays the electric for it. The pond in front of it the CDD cut it back three years ago and last year they worked about four hours and haven't done anything this year. I'm

not sure if it belongs to the CDD as it is listed now as being someone else as the owner. Are you cleaning the fountains along the berm or is the landscaper?

- Mr. Viasalyers stated that is the golf course, those fountains belong to the golf course.
- Mr. Showe stated Will is the field manager and he is out here meeting with all the vendors and he is your best point of contact and you can show him exactly and he can meet with you with the vendors to point it out to them and get any deficiency cleaned up.

Mr. Viasalyers stated I will meet onsite with you and the vendor and he can tell you what is invasive and what is not. I'm here on a bi-weekly schedule, every other Tuesday at 9:00 a.m. and if you want to give me a call I will make sure to schedule it so it works with your schedule as well.

NINTH ORDER OF BUSINESS Supervisor's Requests

- Mr. Mershon stated that was the issue I was going to bring up. Do we have a resource for residents in the community to better understand what services William provides and by exclusion what other services will be the landscapers of the golf course?
- Mr. Viasalyers stated we have service location maps and I thought they were on the website and if not we will make sure they are on there.
 - Mr. Mershon stated then we need to communicate that to the residents in some fashion.
- Mr. Showe stated we can make a connection to the HOA and see if they can send out an email blast.
- Mr. Mershon stated a resident asked for my assistance in determining if shrubs could be removed behind a residence to better see the lake or pond and there is confusion where one starts and the other doesn't.
- Mr. Showe stated it is confusing how the property is laid out and who is responsible. We go to the property appraiser's website and identify the properties.
 - Mr. Mershon stated it needs to be made more visible to the residents.
- Mr. Vogt stated a detailed map from the property appraiser of what belongs to the CDD would be extremely useful.
 - Mr. Viasalyers stated we have vendor maps as well.
- Ms. Jones asked when were the service maps created and were they based on a recurring contract?

Mr. Showe stated yes. We will pull those records and get them to you.

Mr. Viasalyers stated it looks like some of the maps were created in 2005 by the engineer. I will forward that to you.

Ms. Jones stated I would like to see the original contract.

Mr. Showe stated absolutely.

On MOTION by Mr. Mershon seconded by Ms. Jones with all in favor the meeting adjourned at 7:22 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION V

SECTION A

RESOLUTION 2021-05

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, 2021, AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Tesoro Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

WHEREAS, the Board set August 16, 2021, 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 2021 and/or revised projections for Fiscal Year 2022.
- 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, 2022", as adopted by the Board of Supervisors on August 16, 2021.

Section 2. Appropriations

There is hereby appropriated out of the	revenues of the Tesoro Community
Development District, for the fiscal year begi	
	to be raised by the levy of assessments
and otherwise, which sum is deemed by the Bo	
defray all expenditures of the District during	
appropriated in the following fashion:	

S

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 16th day of August, 2021.

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



Community Development District

Proposed Budget FY 2022



Table of Contents

1	General Fund
2-5	General Fund Narrative

Community Development District General Fund Budget

		Adopted Budget	Actual thru	Projected Next	Projected thru	Proposed Budget
ALC: LESS IN THE PARTY OF THE P		FY2021	6/30/21	3 Months	9/30/21	FY2022
Revenues						
Stormwater Fees		\$220,000	¢247 170	# 0	6247 170	#337.00 <i>(</i>
Maintenance Assessments		\$71,321	\$247,179 \$93,521	\$0 \$0	\$247,179	\$227,000
Interest Income		\$7,500	\$55,521 \$557		\$93,521 \$743	\$71,321
Carry Forward Surplus		\$75,008	\$73,211	\$0	\$73,211	\$2,500 \$71,975
Total Revenues	5	373,830	\$ 414,469	\$ 186	\$ 414,654	\$ 372,796
Expenditures		0,0,000	A TENEDA	3 100	4 414,034	3 3/2,/30
-						
Administrat ve						
Supervisor Fees		\$4,000	\$0	\$ 2,000	\$2,000	\$4,000
FICA Expense		\$306	\$0	\$153	\$153	\$306
Engineering		\$5,000	\$211	\$6 30	\$841	\$5,000
Attorney		\$10,000	\$ 4,719	\$3,400	\$8,119	\$10,000
Annual Audit		\$2,900	\$2,900	\$0	\$2,900	\$3,000
Assessment Administration		\$2,500	\$2,500	\$0	\$2,500	\$2,500
District Management Fees		\$31,827	\$23,870	\$7,957	\$31,827	\$32,782
Information Technology		\$500	\$333	\$167	\$500	\$950
Website Administration		\$0	\$0	\$0	\$0	\$850
Telephone		\$150	\$0	\$50	\$50	\$150
Postage		\$1,000	\$33	\$150	\$183	\$1,000
Insurance		\$7,016	\$6,707	\$0	\$6,707	\$7,37
Printing & Binding		\$1,000	\$54	\$130	\$184	\$1,000
Legal Advertising		\$1,600	\$6 04	\$780	\$1,383	\$1,60
Other Current Charges		\$750	\$961	\$320	\$1,281	\$2,000
Office Supplies		\$200	\$16	\$25	\$41	\$200
Dues, Licenses & Subscriptions		\$175	\$175	\$0	\$175	\$175
Administrative Expenses	\$	68,924	\$ 43,082	\$ 15,761	\$ 58,843	\$ 72,891
Field Operations						
Field Mangagement Fees		\$15,914	\$11,936	\$3,978	\$15,914	\$15,914
West Side						
····		\$85,116	\$6 3.83 7	\$21,279	\$85,116	\$85.116
Mitigation Maintenance		\$85,116 \$94,500	\$6 3,83 7 \$6 3,000		\$85,116 \$94,500	
Mitigation Maintenance Landscaping		\$94,500	\$6 3,000	\$31,500	\$94,500	\$94,500
Mitigation Maintenance Landscaping Electric		\$94,500 \$10,000	\$63,000 \$1,486	\$31,500 \$1,195	\$94,500 \$2,680	\$94,500 \$10,000
Mitigation Maintenance Landscaping Electric Plant Replacement		\$94,500 \$10,000 \$5,000	\$63,000 \$1,486 \$0	\$31,500 \$1,195 \$1,500	\$94,500 \$2,680 \$1,500	\$94,500 \$10,000 \$5,000
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs		\$94,500 \$10,000	\$63,000 \$1,486	\$31,500 \$1,195	\$94,500 \$2,680	\$94,500 \$10,000 \$5,000 \$5,000
West Side Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side		\$94,500 \$10,000 \$5,000 \$5,000	\$63,000 \$1,486 \$0 \$2,688	\$31,500 \$1,195 \$1,500 \$2,312	\$94,500 \$2,680 \$1,500 \$5,000	\$94,500 \$10,000 \$5,000 \$5,000
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency		\$94,500 \$10,000 \$5,000 \$5,000 \$5,000	\$63,000 \$1,486 \$0 \$2,688 \$0	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring		\$94,500 \$10,000 \$5,000 \$5,000 \$5,000	\$63,000 \$1,486 \$0 \$2,688 \$0	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring Mitigation Maintenance		\$94,500 \$10,000 \$5,000 \$5,000 \$5,000 \$7,500 \$66,8%	\$63,000 \$1,486 \$0 \$2,688 \$0 \$0 \$50,157	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000 \$3,750 \$16,719	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000 \$3,750 \$66,876	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500 \$6 6, <i>8</i> %
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring Mitigation Maintenance Plant Replacement		\$94,500 \$10,000 \$5,000 \$5,000 \$5,000	\$63,000 \$1,486 \$0 \$2,688 \$0	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500 \$66,89
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring Mitigation Maintenance Plant Replacement	\$	\$94,500 \$10,000 \$5,000 \$5,000 \$5,000 \$7,500 \$66,86 \$5,000	\$63,000 \$1,486 \$0 \$2,688 \$0 \$50,157 \$0	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000 \$3,750 \$16,719 \$2,500	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000 \$3,750 \$66,86 \$2,500	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500 \$66,87 \$5,000 \$2,500
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring Mitigation Maintenance Plant Replacement Contingency	\$	\$94,500 \$10,000 \$5,000 \$5,000 \$5,000 \$7,500 \$66,86 \$5,000	\$63,000 \$1,486 \$0 \$2,688 \$0 \$50,157 \$0 \$50,157	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000 \$3,750 \$16,719 \$2,500 \$3,000	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000 \$3,750 \$66,86 \$2,500 \$3,000	\$85,116 \$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500 \$66,876 \$5,000 \$2,500 \$2,500
Mitigation Maintenance Landscaping Electric Plant Replacement Fountain Repairs Contingency East Side Mitigation Monitoring Mitigation Maintenance Plant Replacement Contingency Field Operations Expenses		\$94,500 \$10,000 \$5,000 \$5,000 \$5,000 \$7,500 \$66,86 \$5,000 \$5,000	\$63,000 \$1,485 \$0 \$2,688 \$0 \$50,157 \$0 \$0 \$193,103	\$31,500 \$1,195 \$1,500 \$2,312 \$3,000 \$3,750 \$16,719 \$2,500 \$3,000 \$90,733	\$94,500 \$2,680 \$1,500 \$5,000 \$3,000 \$3,750 \$66,876 \$2,500 \$3,000 \$3,000 \$3,42,679	\$94,500 \$10,000 \$5,000 \$5,000 \$2,500 \$7,500 \$66,89 \$5,000 \$2,500

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

SF Lots*	Per Unit Gross Maintenance Assessment				
_	FY 2018	FY2019	FY2020	FY2021	FY2022
Developed	\$40.69	\$40.69	\$40.69	\$40.69	\$40.69
Tracts	\$40.69	\$40.69	\$40.69	\$40.69	\$40.69
Undeveloped	\$30.52	\$30.52	\$30.52	\$30.52	\$30.52
*Undeveloped SF Lots assessed at .75 units					

Community Development District

GENERAL FUN DBUD GE T

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	\$(114)
NET BUDGET	\$227,000

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.

Attorney

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

Community Development District

GENERAL FUND BUDGET

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

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

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

<u>Landscaping</u>

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 2021-06

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 2021-2022 ("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 2021-2022; and

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 16th day of August, 2021.

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

SECTION VI

AGREEMENT BETWEEN NATIVE LANDS MANAGEMENT, INC. AND THE TESORO COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF WETLAND, LAKE AND UPLAND PRESERVE MAINTENANCE SERVICES

This Agreement is made and entered into this 16th day of August, 2021 by and between:

The Tesoro Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and having offices at 219 East Livingston Street, Orlando, Florida 32801 ("the District"), and,

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

RECITALS

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

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

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

- **NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- **Section 1.** Recitals. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **Section 2. Duties.** The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.
- **Section 3. Compensation.** District agrees to compensate the Contractor in accordance with the following schedule:

Monthly Treatment Costs - \$12.666.00 (\$151,992.00 Annually)

Contractor shall invoice the District for services performed monthly. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.

Section 4. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. Term. This Agreement shall commence on October 1, 2021 and shall continue until September 30, 2022 unless terminated in accordance with Section 11 below. This contract may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the Contractor and District. This agreement may be extended on a month-to-month basis upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. Insurance.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation:
 - (ii) The District shall be named as additional insured
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
 - (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- **Section 7. Indemnification.** Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **Section 8.** Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. This Agreement effectively cancels the Second Extension to the Wetland, Lake and Upland Preserve Maintenance Agreement (dated August 26, 2020).
- **Section 9.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.
- **Section 10**. **Authorization**. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **Section 11.** Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.
- Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **Section 13**. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:
 - A. If to Contractor: Native Lands Management, Inc.

3172 SE Waaler Street Stuart, Florida 34997 Attn: Ronnie Howell

B. If to District: Tesoro Community Development District

219 East Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Lewis, Longman & Walker PA

515 N. Flagler Drive, Suite 1500 West Palm Beach, Florida 33401 Attention: William G. Capko

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

- **Section 14. Assignment.** Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.
- Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **Section 16.** Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- Section 17. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.
- **Section 18.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- **Section 19. Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost

that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSCFL.COM, OR AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Section 20. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice Chairman
ATTEST:	NATIVE LANDS MANAGEMENT, INC
Print:	Print:

Exhibit A – Overall Scope of Services – Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

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

1.2 Key Personnel

- 1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the Environmental Services provided as defined in Attachment A-Scope of Services.
- 1.2.2 Contractor shall provide one (1) On-Site Field Operations Manager who is knowledgeable of the Contractor's daily activities when performed at the site. The Senior Overall Manager shall serve as the point of contact between the District, Contractor and any other entity and shall be responsible for coordinating all scheduled services with the District and for the timely scheduling of scheduled or unscheduled environmental services.
- 1.2.3 Contractor shall provide at least one (1) full-time onsite Field Manager to observe and monitor the daily or routine activities of environmental services covered in the contract as defined in Attachment A-Scope of Services.
- 1.2.4 Contractor shall provide a trained Field Crew to perform basic scope of services as outlined above for environmental services covered in the contract as defined in Attachment A-Scope of Services.
- 1.2.5 Contractor shall have key personnel office location within St. Lucie County and/or no more than twenty (20) miles from site.

1.3 Personnel Dress Code

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

1.4 Personnel Conduct

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

1.5 Safety Program

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

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

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

1.6 Facility Location

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

1.7 **Subcontractors**

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

• The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.

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

1.8 Consultants

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

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

1.9 Document Control and Data Management

1.9.1 Document Control

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

1.9.2 Data Maintenance

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

1.9.3 Data Dispersal

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

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred

- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

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

1.10 Verification of Data

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

1.11 Ownership of Data

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

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

1.12 Quality Control

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

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Environmental Services Report shall be generated by the Contractor and submitted to the District outlining potential

problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated environmental services log addressing all activities occurring in that week.

2.0 COORDINATION

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

2.1 General Coordination

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

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

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

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

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

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as

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

2.3 Contractor's Vehicles and Equipment

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

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

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any environmental services deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish. Periodic inspections (no less than monthly) will be conducted in conjunction with a management representative of the District. A monthly report will be provided to the client summarizing activities completed, in progress and planned. Contractor will be proactive in identifying any environmental services conditions that affect long-term environmental health and vigor and will advise District, accordingly.

3. SCHEDULED OPERATIONS AND MAINTENANCE

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

4. <u>UNSCHEDULED MAINTENANCE AND REPAIRS</u>

The Contractor shall be equipped and organized to provide any unscheduled services and

repairs required and any emergency maintenance and repairs as provide in the above noted Performance Specifications on an immediate basis.

5. RESPONSE TIME

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

5.1 General

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

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

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

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

5.2 <u>Emergency Response Program</u>

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

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

Additionally, the ERP shall address the following:

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

Attachment A – Scope of Services

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

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

review the property and identify any areas not being maintained in accordance with the Scope of Services.

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

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

Task 2 - Supplemental Plantings - Tesoro West

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

Task 3 - East Side Wetland Preserve/Mitigation Area Maintenance

This task will include the cutting and removal of exotic and nuisance vegetation from all wetland preserves, littoral shelves, and lake bodies within the limits of the US Army Corps of Engineers permit and all modifications and the SFWMD permit previously issued for the parcel east of Via Tesoro Boulevard within the limits of the Tesoro East project area. Due to the native vegetation on the site and in accordance with the conditions of the Agency permits, hand cutting of vegetation will occur where possible and Contractor will apply an appropriate herbicide to the cut stumps to inhibit further growth. Clearing and maintenance activities will be conducted to the satisfaction of the Client and in accordance with the currently approved mitigation and monitoring plan for the parcel (as approved by the US Army Corps of Engineers and the South Florida Water

Management District). Removal includes all plants listed on the Florida Exotic Pest Plant Species list in accordance with State and local guidelines. Contractor will remove all cut vegetation from the preserve area and dispose of within the proposed clearing area for the development. Contractor will apply herbicide to lake areas when necessary and monitor open water habitats. Contractor will also remove any and all trash and debris from the mitigation areas to the satisfaction of the Client. Herbicide application will be conducted under the supervision of a licensed applicator. This task excludes additional planting where needed in accordance with the approved State and Federal permits associated with this parcel. See Map of Service Area for more definition of Area.

Task 4 - Stormwater Management System Infrastructure - Tesoro East and West

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

Exhibit B – Map of Service Areas



AGREEMENT BETWEEN WELLINGTON PRO LAWN CARE AND THE TESORO COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF WETLANDS BOUNDARY AND LAKE BANKS LANDSCAPE MAINTENACE SERVICES

This Agreement is made and entered into this 16th day of August, 2021 by and between

The Tesoro Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and having offices at 219 East Livingston Street, Orlando, Florida 32801 ("the District"), and

Wellington Pro Lawn Care, having offices 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 a rule of the Florida Land and Water Adjudicatory Commission for the purpose of providing stormwater management and wetlands mitigation maintenance services to all residences and commercial properties throughout the District; and

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

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

- **NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- **Section 1.** Recitals. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **Section 2. Duties.** The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" attached hereto. The location of the services is identified on Exhibit "B" attached hereto. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee. Additional duties may be specified by the District Manager or his designee.
- **Section 3. Compensation.** District agrees to compensate the Contractor in accordance with the following schedule:

Monthly Treatment Costs - <u>\$7,875.00</u> (\$94,500.00 Annually)

Contractor shall invoice the District for services performed monthly.

Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his designee.

- **Section 4**. **Independent Contractor**. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.
- **Section 5.** Term. This Agreement shall commence on October 1, 2021 and shall continue until September 30, 2022 unless terminated in accordance with Section 11 below. This contract may be extended by up to two (2) additional one (1) year terms upon mutual agreement in writing by both the Contractor and District. This agreement may be extended on a month to month basis upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. Insurance.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
 - (ii) The District shall be named as additional insured
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
 - (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 (two million dollars) combined single limit bodily injury and for property damage, provided coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any

owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- **Section 7. Indemnification**. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **Section 8.** Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. This Agreement effectively cancels the First Extension to the Wetlands Boundary and Lake Banks Landscape Maintenance Agreement (dated August 26, 2020).
- **Section 9.** Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made by an instrument in writing which is executed by both the District and the Contractor.
- **Section 10**. **Authorization**. The execution of this Agreement had been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **Section 11.** Cancellation. The District shall have the right to cancel this Agreement at anytime upon written notice. Contractor shall have the right to cancel this agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.
- Section 12. Enforcement of Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **Section 13**. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to Contractor: Wellington Pro Lawn Care

P.O. Box 1134

Loxahatchee, Florida 33470 Attn: Geoffrey Phillips

B. If to District: Tesoro Community Development District

219 East Livingston Street

Orlando, Florida 32801 Attn: District Manager

With a copy to:

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

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

- **Section 14.** Assignment. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.
- Section 15. Controlling Law. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **Section 16. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- Section 17. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction on any of the provisions of this Agreement.
- **Section 18.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- **Section 19. Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the

Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR AT 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

Section 20. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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

ATTEST:	TESORO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice Chairman
ATTEST:	WELLINGTON PRO LAWN CARE
Print:	Print:Title:

Exhibit A – Overall Scope of Services – Definition

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

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

1.2 Key Personnel

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

1.3 Personnel Dress Code

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

1.4 Personnel Conduct

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

1.5 Safety Program

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

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

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

1.6 Facility Location

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

1.7 <u>Subcontractors</u>

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

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

1.8 Consultants

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

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

1.9 Document Control and Data Management

1.9.1 Document Control

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

1.9.2 Data Maintenance

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

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer

- Purpose of transfer or use of information
- Further action necessary

1.10 Verification of Data

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

1.11 Ownership of Data

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

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

1.12 Quality Control

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

If requested by the District, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request,

coordination, scheduling, etc. The Contractor shall provide the District with a weekly updated maintenance log addressing all activities occurring in that week.

2.0 **COORDINATION**

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

2.1 General Coordination

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

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

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

- CDD District Manager and/or CDD District Field Manager
- CDD District Engineer
- CDD District Representative
- CDD Environmental Services Provider
- St. Lucie County and its various departments
- Florida Turnpike Authority
- Florida Department of Transportation
- SFWMD
- US Army Corps of Engineers

- Adjacent property owners, as directed by the District
- Tesoro Club operating staff and Golf Course maintenance staff

2.2 Contractor's District Manager and Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as

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

2.3 Contractor's Vehicles and Equipment

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

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

Property inspections will be conducted weekly by an authorized Contractor representative. Contractor will document and correct any landscape maintenance deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish. Weekly inspections will be conducted in conjunction with a management representative of the District. A monthly report will be provided to the client summarizing activities completed, in progress and planned. Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise District, accordingly. While working within the boundaries of Tesoro Community, Contractor shall not display its company name and/or logo. Contractor will be required to have a "Tesoro Landscape Services" magnetic sign located on each side of its vehicle (driver and front passenger doors) while working within the limits of the Tesoro community.

3. SCHEDULED OPERATIONS AND MAINTENANCE

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

4. <u>UNSCHEDULED MAINTENANCE AND REPAIRS</u>

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

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

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

5.1 General

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

The program document shall be presented in a three-ring binder using standard $8\frac{1}{2} \times 11$ inch pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11×17 inch pages for diagrams and/or graphics that fold out if necessary. The document shall include as minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

5.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the

revised pages. Revisions shall be distributed by the Contractor to all document holders.

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

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

5.2 Administration

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

5.3 **Operations**

5.3.1 The operations section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all operations/customer service matters generally described in Attachment A-Scope of Services and as outlined below.

- 5.3.2 Organization charts for operations and customer service-related functions shall include key personnel names, job titles, and phone numbers.
- 5.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 6.2, Emergency Response Program for further details), etc.
- 5.3.4 Policies and procedures related to the Contractor's safety program.

5.4 Maintenance

5.4.1 The maintenance section of the program document shall, at a minimum, address those functions that are the responsibility of the Contractor related to all wetlands boundary landscape maintenance matters generally described in Attachment A- Scope of Services and as outlined below. The Administration, Operation and Maintenance Program shall be submitted by the Contractor for review and approval by the District Manager/District Field Manager. The Contractor shall modify the program as required by the District Manager/District Field Manager.

6. **RESPONSE TIME**

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

6.1 General

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

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

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

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

6.2 Emergency Response Program

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

- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

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

Attachment A- Scope of Services

Wetlands Boundary and Lake Banks Landscape Service Area Requirements

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

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

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

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

See Map of Service Areas for more definition of Areas.

Exhibit B- Map of Service Areas

SECTION VIII

SECTION C

SECTION 1

TesoroCommunity Development District

Check Run Summary

04/01/21 - 07/31/21

Fund	Date	Check No.'s	 Amount
General Fund			
	4/14/21	985-986	\$ 5,020.59
	5/5/21	987-989	\$ 36,107.00
	5/21/21	990-991	\$ 5,597.51
	6/17/21	992-995	\$ 32,555.22
	6/23/21	996-997	\$ 20,541.00
	7/19/21	998-1002	\$ 14,902.72
			\$ 114,724.04

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SECTION 2

Community Development District

Unaudited Financial Reporting June 30, 2021



Table of Contents

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

Community Development District Combined Balance Sheet June 30, 2021

	General		Total
	Fund	Gover	nmental Fund
Assets:			
Cash	\$ 271,792	\$	271,792
Investment - State Board of Administration	\$ 452,690	\$	452,690
Total Assets	\$ 724,482	\$	724,482
Liabilities:			
Accounts Payable	\$ 3,005	\$	3,005
Due to Other	\$ 3,978	\$	3,978
Total Liabilities	\$ 6,983	\$	6,983
Fund Balances:			
Unassigned	\$ 717,499	\$	717,499
Total Fund Balances	\$ 717,499	\$	717,499
Total Liabilities & Fund Balance	\$ 724,482	\$	724,482

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2021

	MIS DU	Adopted		rated Budget		Actual		
		Badget	Thr	u 06/30/21	Thr	u 06/30/21	1	fariance.
Revenues								
Stormwater Fees	\$	220,000	\$	220,000	\$	247,179	\$	27,17
Maintenance Assessments	\$	71,321	\$	71,321	\$	93,521	\$	22,20
Interest Income	\$	7,500	\$	557	\$	557	\$	
Total Revenues	\$	298,821	\$	291,878	\$	341,258	\$	49,37
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	4,000	\$	3,000	\$	-	\$	3,00
FICA Expense	\$	306	\$	230	\$	-	\$	23
Engineering	\$	5,000	\$	3,750	\$	211	\$	3,53
Attorney	\$	10,000	\$	7,500	\$	4,719	\$	2,78
Annual Audit	\$	2,900	\$	2,900	\$	2,900	\$	
Assessment Administration	\$	2,500	\$	2,500	\$	2,500	\$	
District Management Fees	\$	31,827	\$	23,870	\$	23,870	\$	
nformation Technology	\$	500	\$	375	\$	333	\$	4
le le phone	\$	150	\$	113	\$	-	\$	11
Postage	\$	1,000	\$	750	\$	33	\$	71
nsurance	\$	7,016	\$	7,016	\$	6,707	\$	30
Printing & Binding	\$	1,000	\$	750	\$	54	\$	69
egal Advertising	\$	1,600	\$	1,200	\$	604	\$	59
Other Current Charges	\$	750	\$	750	\$	961	\$	(21
Office Supplies	\$	200	\$	150	\$	16	\$	13
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	
Fotal General & Administrative:	\$	68,924	\$	55,028	\$	43,082	\$	11,94
Operations and Maintenance Expenses								
Field Mangagement Fees	\$	15,914	\$	11,935	\$	11,936	\$	(
West Side								
Mitigation Maintenance	\$	85,116	\$	63,837	\$	63,837	\$	
andscaping	\$	94,500	\$	70,875	\$	63,000	\$	7,87
Electric	\$	10,000	\$	7,500	\$	1,486	\$	6,01
Plant Replacement	\$	5,000	\$	3,750	\$	_	\$	3,75
Fountain Repairs	\$	5,000	\$	3,750	\$	2,688	\$	1,06
Contingency	\$	5,000	\$	3,750	\$	-	\$	3,75
East Side								
Mitigation Monitoring	\$	7,500	\$	5,625	\$	-	\$	5,62
Mitigation Maintenance	\$	66,876	\$	50,157	\$	50,157	\$	
Plant Replacement	\$	5,000	\$	3,750	\$	-	\$	3,75
Contingency	\$	5,000	\$	3,750	\$	-	\$	3,75
Total Operations and Maintenance Expenses	\$	304,906	\$	228,679	\$	193,103	\$	35,57
Fotal Expenditures	\$	373,830	\$	283,707	\$	236,185	s	47,52
Excess Revenues (Expenditures)	\$	(75,008)			\$	105,072		100
Fund Balance - Beginning	\$	75,008			\$	612,426		

Tesoro
Community Bevelopment District
Month to Month

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Tutalitopenditures \$ 18,639 \$ 25,500 \$ 26,702 \$ 16,839 \$ 26,778 \$	16,939 \$	•	29,094 \$ 24,651	*	\$ 880,75		\$ - \$	136,185

COMMUNITY DEVELOPMENT DISTRICT Special Assessment Receipts Fiscal Year 2021

75,873.42 71,321.01 75,873.42 \$ 71,321.01 \$ Gross Assessments \$
Net Assessments \$

ON ROLLA SSESSMENTS

							100.00%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Total
11/9/20	06/01/20-11/01/20	¢139.00	(62 79)	(46 90)	00 03	412031	£120.31	4120.21
11/9/20	10/01/20-10/31/20	\$274.68	(\$5.49)	\$56.53	\$0.00	\$325.72	\$325.72	\$325.72
11/16/20	11/01/20-11/05/20	\$203.46	(\$4.06)	(\$2.99)	\$0.00	\$191.41	\$191.41	\$191.41
11/20/20	1	\$1,180.05	(\$23.62)	(\$46.26)	\$0.00	\$1,110.17	\$1,110.17	\$1,110.17
12/01/20	11/13/20-11/19/20	\$7,484.15	(\$149.63)	(\$293.38)	\$0.00	\$7,041.14	\$7,041.14	\$7,041.14
12/07/20	11/20/20-11/26/20	\$1,851.47	(\$35.54)	(\$74.09)	\$0.00	\$1,741.84	\$1,741.84	\$1,741.84
12/08/20	11/01/20-11/30/20	\$21,381.30	(\$427.63)	\$0.00	\$0.00	\$20,953.67	\$20,953.67	\$20,953.67
12/11/20	-	\$3,957.28	(\$75.98)	(\$158.34)	\$0.00	\$3,722.96	\$3,722.96	\$3,722.96
12/18/20	12/04/20-12/10/20	\$52,572.00	(\$1,009.41)	(\$2,101.74)	\$0.00	\$49,460.85	\$49,460.85	\$49,460.85
12/29/20	12/11/20-12/17/20	\$111.90	(\$2.17)	(\$3.36)	\$0.00	\$106.37	\$106.37	\$106.37
01/04/21	12/18/20-12/24/20	\$864.73	(\$16.78)	(\$26.03)	\$0.00	\$821.92	\$821.92	\$821.92
01/11/21	12/25/20-12/31/20	\$396.75	(\$7.69)	(\$11.94)	\$0.00	\$377.12	\$377.12	\$377.12
01/11/21	11/02/20-12/31/20	\$27.34	(\$0.53)	(\$0.82)	\$0.00	\$25.99	\$25.99	\$25.99
01/11/21	09/01/20-12/31/20	\$0.00	\$0.00	\$0.00	\$0.31	\$0.31	\$0.31	\$0.31
01/15/21	01/01/21-01/07/21	\$203.45	(\$4.06)	(\$5.59)	\$0.00	\$193.80	\$193.80	\$193.80
01/25/21	01/08/21-01/14/21	\$356.05	(\$7.11)	(\$8.88)	\$0.00	\$340.06	\$340.06	\$340.06
01/29/21	_	\$84.77	(\$1.69)	(\$1.70)	\$0.00	\$81.38	\$81.38	\$81.38
02/05/21	01/22/21-01/28/21	\$71.21	(\$1.43)	(\$1.38)	\$0.00	\$68.40	\$68.40	\$68.40
02/08/21	01/01/21-01/31/21	\$396.76	(\$7.93)	(\$117.55)	\$0.00	\$506.38	\$506.38	\$506.38
02/12/21	01/29/21-02/04/21	\$223.81	(\$4.47)	(\$4.39)	\$0.00	\$214.95	\$214.95	\$214.95
02/26/21	02/12/21-02/18/21	\$13.57	\$0.00	(\$0.27)	\$0.00	\$13.30	\$13.30	\$13.30
03/05/21	02/19/21-02/25/21	\$529.01	(\$10.59)	(\$5.16)	\$0.00	\$513.26	\$513.26	\$513.26
03/08/21	02/01/21-02/28/21	\$61.04	(\$1.22)	(\$15.26)	\$0.00	\$75.08	\$75.08	\$75.08
03/12/21	02/26/21-03/04/21	\$1,424.26	(\$28.47)	(\$13.94)	\$0.00	\$1,381.85	\$1,381.85	\$1,381.85
03/19/21	03/05/21-03/11/21	\$152.60	(\$3.06)	\$0.00	\$0.00	\$149.54	\$149.54	\$149.54
03/26/21	03/12/21-03/18/21	\$71.21	(\$1.42)	\$0.00	\$0.00	\$69.79	\$69.79	\$69.79
04/02/21	03/19/21-03/25/21	\$532.39	(\$10.65)	\$0.00	\$0.00	\$521.74	\$521.74	\$521.74
04/09/21	01/01/21-03/31/21	\$67.63	(\$1.37)	\$0.00	\$0.00	\$66.26	\$66.26	\$66.26
04/09/21	01/01/21-03/31/21	\$0.00	\$0.00	\$0.00	\$0.30	\$0.30	\$0.30	\$0.30
04/12/21	03/26/21-04/01/21	\$345.88	(\$6.90)	\$0.00	\$0.00	\$338.98	\$338.98	\$338.98
04/16/21	04/02/21-04/08/21	\$427.28	(\$8.54)	\$0.00	\$11.70	\$430.44	\$430.44	\$430.44
04/30/21	04/16/21-04/22/21	\$559.53	(\$11.18)	\$0.00	\$16.49	\$564.84	\$564.84	\$564.84
05/07/21	04/23/21-04/29/21	\$254.33	(\$5.10)	\$0.00	\$7.51	\$256.74	\$256.74	\$256.74
05/14/21	04/30/21-05/06/21	\$132.25	(\$2.65)	\$0.00	\$3.90	\$133.50	\$133.50	\$133.50
05/28/21	05/14/21-05/20/21	\$274.68	(\$5.49)	\$0.00	\$8.11	\$277.30	\$277.30	\$277.30
06/08/21	05/21/21-05/31/21	\$122.08	(\$2.44)	\$0.00	\$3.60	\$123.24	\$123.24	\$123.24
06/23/21	06/22/21-06/15/21	\$1,180.08	(\$23.61)	\$0.00	\$34.74	\$1,191.21	\$1,191.21	\$1,191.21
		- 81						
The second second	TOTAL	97.527.98	5 (191070) S	5 (2848.44)	86.66	\$ 93,521.12	\$ 93,521,12 \$	93,521.12

Balance Remaining to Collect	
Net Percent Collected	131%

Community Development District

Stormwater Fee Schedule

Fiscal Year 2020

Date	Check #	Net Receipts
3/12/21	Wire	\$232,813.6
4/9/21	Wire	\$6,607.6
5/14/21	Wire	\$5,752.6
6/11/21	Wire	\$2,005.2
	Total	\$247,179.1

SECTION 3

NOTICE OF MEETINGS TESORO COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2022

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.

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: www.tesorocdd.com.

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.

Jason Showe Governmental Management Services – Central Florida, LLC District Manager