

*Tesoro
Community Development District*

Agenda

February 27, 2025

AGENDA

Tesoro
Community Development District

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

February 20, 2025

Board of Supervisors
Tesoro Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Tesoro Community Development District will be held on **Thursday, February 27, 2025, at 10:00 a.m.** at **125 SE Via Tesoro Blvd., Port St. Lucie, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Supervisors
 - B. Consideration of Resolution 2025-01 Electing Officers
4. Approval of Minutes of the September 23, 2024, Board of Supervisors Meeting
5. Review of CDD Areas of Responsibility
6. Discussion of Transfer of District Management to GMS, South Florida
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
 - i. Consideration of Agreement for Environmental Consulting Services
8. Supervisor's Requests
9. Adjournment

SECTION III

SECTION B

RESOLUTION 2025-01

A RESOLUTION ELECTING THE OFFICERS OF THE TESORO COMMUNITY DEVELOPMENT DISTRICT, ST. LUCIE COUNTY, FLORIDA.

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. The following persons are elected to the offices shown:

- Chairperson _____
- Vice Chairperson _____
- Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Treasurer _____
- Assistant Treasurer _____
- Assistant Treasurer _____
- Assistant Treasurer _____
- Assistant Treasurer _____

PASSED AND ADOPTED this 27th day of February 2025.

ATTEST:

TESORO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
TESORO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Tesoro Community Development District was held Monday, **September 23, 2024** at 10:00 a.m. at the Tesoro Club, 3rd Floor, 2000 S.E. Via Tesoro, Port St. Lucie, Florida.

Present and constituting a quorum were:

John Vogt	Chairman
Roderick O’Conner	Vice Chairman
Allen Borden	Assistant Secretary
Emily Jones	Assistant secretary

Also present were:

Jason Showe	District Manager
Bill Capko	District Attorney <i>by telephone</i>
Roberto Cabrera	District Engineer <i>by telephone</i>
Alan Scheerer	Field Manager
Matt Hans	GMS
Jeremy LeBrun	GMS
Ronnie Howell	Native Lands

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 no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the June 12, 2024 Meeting

On MOTION by Mr. Vogt seconded by Mr. O’Conner with all in favor the minutes of the June 12, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-04
Resetting the Date, Time and Location of the
Fiscal Year 2025 Budget Adoption Public
Hearing**

Mr. Showe stated this changes the public hearing date from your last scheduled meeting to today.

On MOTION by Mr. O’Conner seconded by Mr. Vogt with all in favor Resolution 2024-04 Resetting the Date, Time and Location of the Fiscal Year 2025 Budget Adoption Public Hearing was approved.

FIFTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Vogt seconded by Mr. O’Conner with all in favor the public hearing was opened.

A. Consideration of Resolution 2024-05 Adopting the Fiscal Year 2025 Budget and Relating to Annual Appropriations

Mr. Showe stated attached to the resolution is the draft budget as exhibit A and I will note there is no proposed assessment increase.

On MOTION by Mr. O’Conner seconded by Mr. Borden with all in favor Resolution 2024-05 Adopting the Fiscal Year 2025 Budget and Relating to Annual Appropriations was approved.

B. Consideration of Resolution 2024-06 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe stated Resolution 2024-06 imposes the special assessments and certifies the assessment roll. Attached to the resolution will be the adopted budget and the assessment roll.

On MOTION by Mr. Vogt seconded by Mr. Borden with all in favor Resolution 2024-06 Imposing Special Assessments and Certifying an Assessment Roll was approved.

On MOTION by Mr. O’Conner seconded by Ms. Emily Jones with all in favor the public hearing was closed.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. Engineer

Mr. Vogt stated ask the engineer to look at the walls because I have reports that the cap is off and the wall is starting to peel and it has become a major issue. We need to go back to John Dunton and the City of Port St. Lucie and say this is now off and is an emergency.

Mr. Showe stated we will keep pushing. I know John has contacted Mr. Dunton and we will push the engineer to get us a response.

Mr. Vogt stated we need to keep ahead of it so that it cannot fail.

Mr. Cabrera joined the meeting by telephone at this time.

Mr. Vogt stated the discussion is the A-25 structure wall that was inspected earlier this week. What does the inspection look like?

Mr. Cabrera stated I haven’t had a chance to check with Stef on that.

Mr. Vogt stated Stef needs to give me an answer today so I can go back and discuss it with the City of Port St. Lucie. We consider this to be a priority.

Mr. Cabrera stated I will meet with Stef as soon as we are done with this call and provide a response.

Mr. Vogt stated Stef needs to give me an answer and he said was going to talk to John Dunton and that needs to take place today. We cannot afford to have that wall fail.

Mr. Cabrera asked did Stef send you an inspection report on this?

Mr. Vogt stated Tom Terpening was out earlier this week.

Mr. Cabrera stated I will get with both of them and we will issue an inspection report on that too.

Mr. Vogt stated I need to get this to John Dunton before the end of this month because his budget starts on October 1st and he needs to be very clear that this is part of his major budget.

You were going to give us an exhibit and write up to enable us to put it in front of the ownership to look at the two small portions of land just north of Hole 10 where the water is coming out of the 824 structure.

Mr. Cabrera stated we put together two sketches in support of a possible easement. The next bet would be to make contact with the two property owners and I would be more than glad to do that if you want us to.

Mr. Vogt asked can you send that to me today or tomorrow and I can get in touch with the owners?

Mr. Cabrera stated I thought you already had that.

Mr. Vogt stated I'm assuming there is a drawing. You gave me drawings last meeting. I don't have copies of those drawings and we need a brief statement in the front saying they give us authority.

Mr. Cabrera stated okay, I can do that.

Mr. Vogt stated we need to make sure we record it so that Jason's query is answered correctly.

Mr. Cabrera stated I will prioritize the structure first then I will work on the specs.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Vogt seconded by Mr. O'Conner with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

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

iii. Adoption of District Goals and Objectives

Mr. Showe stated the next item is in response to house bill 7013 that requires the district to develop some goals and performance measures. We put together a draft set of performance measures and standards that are things that we are required to do anyway. In December we have to report on whether or not we achieved these goals and put that on the website.

On MOTION by Mr. O’Conner seconded by Mr. Vogt with all in favor the goals and objectives were approved.

iv. Review of Fiscal Year 2025 Meeting Schedule

On MOTION by Mr. O’Conner seconded by Mr. Borden with all in favor the notice indicating that the board will meet on an as needed basis in fiscal year 2025 was approved.

v. Delegation of Authority to Approve Projects

On MOTION by Ms. Emily Jones seconded by Mr. O’Conner with all in favor Mr. Vogt was delegated the authority to approve the 2025 projects within the budget guidelines.

D. Field Manger’s Report

- i. Consideration of 2024/2025 Wetland Preserve Maintenance Renewal**
- ii. Consideration of 2024/2025 Landscape Maintenance Renewal**

On MOTION by Mr. O’Conner seconded by Mr. Vogt with all in favor the agreements for wetland preserve maintenance with Native Lands and landscape maintenance with Wellington were approved.

SEVENTH ORDER OF BUSINESS

Audience Comments

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. O’Conner seconded by Mr. Borden with all in favor the meeting adjourned at 10:32 a.m.

Secretary/Assistant Secretary

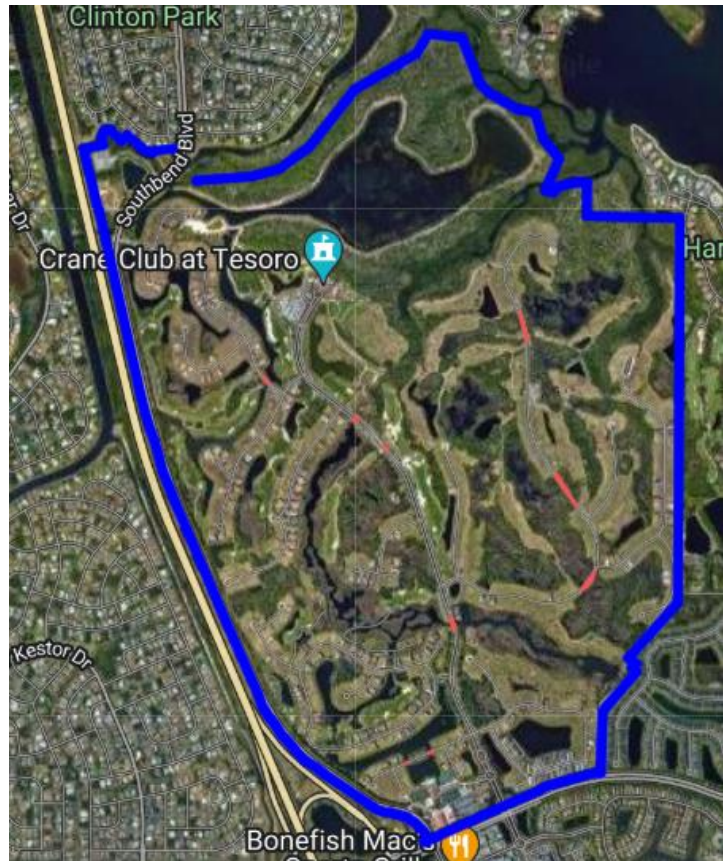
Chairman/Vice Chairman

SECTION V

Tesoro CDD Responsibilities

To clarify the responsibilities for the CDD the following has been agreed by the Chair of the Board of Supervisors, the CDD Engineers and District Management.

- 1) The legal boundary of the CDD is the entire Tesoro, from Becker Road to the north side of the large lake behind the main clubhouse, excluding the **waters** of the Winters Creek and Blakesley Creek. This implies that the areas around these creeks are CDD responsibilities, but not the water itself which belongs to the City of Port St Lucie.
 - a) By permits and design, roads, common areas and home lots are excluded, as is golf course areas. The main clubhouse / parking area was segregated by a permit as well.
 - b) A permit actually records a structure spanning the preserve areas crossing Winters Creek (north), which specifies either side of it as conservation areas.

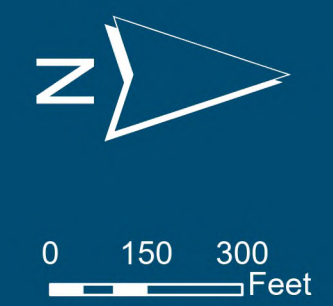


- 2) Land plot boundaries were established before Tesoro was fully developed and the CDD was established. Plots were NOT shaped to suit the future needs as we see today to depict the CDD, POA and Club correctly.
 - a) To highlight these anomalies the conservation area immediately downstream of the A-25 structure (retention wall for the mitigation area located near Via Tesoro and Ria Casarano) is the start of the Winters Creek south fork. But the part where most of the water flows is within a Golf Club lot boundary. This is a conservation area and the golf course itself has adopted the logic that the course layout stops on the boundary of the conservation area.
- 3) The ownership of the properties recorded at the St Lucie Property Appraiser (PA) is NOT the determinant as there are multiple exceptions and anomalies. The size and shapes were decided from history, not from a CDD responsibility area.

- 4) The principles spelt out in the 2010 East side permit, which was amended after the CDD came into existence, should hold for the entire Tesoro community. It specifies that all roads and home water flows / drains belong to the POA administration, but the flow from these drains into ponds, conservation areas and creeks are CDD responsibility. Golf course areas are those developed for the course but drain into the CDD responsibility.
- 5) A map has been evolved to record these conclusions and will be continuously updated to provide clarity.



- Legend**
- CDD Responsibility areas**
- Drainage Easement
 - Water Management Tract
 - Conservation Tract
 - Wetland
 - Buffer
 - Mitigation Tract
 - Other Areas Maintained by CDD
- Boundaries**
- Tesorero CDD Boundary
 - Parcels
- Ponds (CDD Responsibility)**
- A1
 - A2
 - TRACT OQ
 - DRAINAGE STRUCTURES
 - Storm Pipe
- Cut Areas by CDD (Wellington)**
- Week 1
 - Week 2
 - Week 3
 - Week 4



PROJECT NO. 02-062
 DRAWN BY: RC
 FILE NAME: 02-062 Base
 Scale: 1" = 300'
 DATE: 12/10/2024

TESORO CDD
Wetlands, Buffers, WMT & Easements Exhibit

SECTION VI

**AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES**

This Agreement (“**Agreement**”) is effective as of February 27, 2025 (“**Effective Date**”), by and between:

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 whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES-SOUTH FLORIDA LLC A Florida limited liability company, with a mailing address of 5385 N. Nob Hill Road, Sunrise, Florida 33351 (“**Manager**” or “**GMS-SF**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in St. Lucie County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District and Governmental Management Services-South Florida LLC (“**GMS-SF**”), previously entered into an agreement for the provision of district management services, dated July 1, 2005 (“**Original Agreement**”); and

WHEREAS, on January 1, 2006, the District assigned the management services to Governmental Management Services-Central Florida LLC (“**GMS-CF**”) without a formal agreement; and

WHEREAS, the District and GMS-CF now desire to reassign the management services back to **GMS-SF** effective February 27, 2025; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

WHEREAS, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget ("**Annual Budget**") approved by the Board of Supervisors of the District ("**Board**"). All invoices are due and payable when received.

C. The initial term of this Agreement commences on February 27, 2025, and continues until September 30, 2025, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager's failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be

deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Tesoro Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: District Manager, Andressa Hinz Philippi
AHPhilippi@gmssf.com

With a copy to: Lewis, Longman & Walker PA
360 South Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401
Attn: District Counsel, William G. Capko
wcapko@llw-law.com

B. If to Manager: Governmental Management Services-South Florida LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: District Manager, Andressa Hinz Philippi

AHPilippi@gmssf.com

With copies to: Governmental Management Services-South Florida LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: President, Darrin Mossing
DMossing@gmstnn.com

Governmental Management Services-South Florida LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmssf.com

Governmental Management Services-South Florida LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the

termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. ACKNOWLEDGEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. The Parties hereby acknowledge that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement. GMS-CF and GMS-SF also acknowledge that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement pursuant to its Acknowledgement attached hereto.

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a

primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Andressa Hinz Philippi** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 Manager’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 Manager, the Manager 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 (813) 344-4844, INFO@GMS-SF.COM WITH A COPY TO AHPHILIPPI@GMSSE.COM, 5385 N. Nob Hill Road, SUNRISE, FLORIDA 33351.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, Florida Statutes, Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Manager shall immediately notify the District. If Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

SECTION 24. MUNICIPAL ADVISOR STATEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as

amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**TESORO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board Of Supervisors

By: _____

Print: _____

Its: _____

Print Name

Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES-SOUTH FLORIDA LLC**

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

ACKNOWLEDGMENT OF GMS-CENTRAL FLORIDA LLC
SIGNATURE PAGE

The undersigned hereby acknowledges that the management services informally assigned to Governmental Management Services-Central Florida LLC ("GMS-CF") on January 1, 2006, are terminated effective February 26, 2025. These services are being reassigned to Governmental Management Services-South Florida LLC ("GMS-SF") as of February 27, 2025, pursuant to the Agreement for District Management Services between the Tesoro Community Development District and GMS-SF dated February 27, 2025 ("**Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Agreement.

GMS-CF further acknowledges and agrees that all actions taken in the performance of district management services from January 1, 2006, through February 26, 2025, are hereby ratified and confirmed.

**GOVERNMENTAL MANAGEMENT
SERVICES-CENTRAL FLORIDA LLC**

_____ By: _____

Witness

Print: Darrin Mossing

Its: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Maintenance Contract Administration

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.

- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2025 GMS Fees **
Management, Administrative, and Accounting Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments (plus reimbursables) • Our Agreement contemplates up to 12 meetings and 1 workshop annually 	\$38,675
Annual Assessment Administration <ul style="list-style-type: none"> • (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) 	\$2,650
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments • (Does not include cost of creation of ADA compliant website, if applicable) 	\$2,124
Dissemination Agent Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments 	\$0
Field Operations Management <ul style="list-style-type: none"> • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. • Annual Fee paid in equal monthly payments. 	\$18,775
Fiscal Year 2025 GMS Fees	\$62,224

2. **OTHER FEES SCHEDULE:**

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services ** <ul style="list-style-type: none"> • New Bond Issuance Cost (per bond issue) \$25,000 • Refinance Bond Issuance Cost (per bond issue) \$15,000 • Debt Service Assessment Methodology Preparation \$20,000 • SERC Preparation & Assistance w/ Petition \$5,000 • Prepaid Estoppel Letter – One Lot \$100 • Prepaid Estoppel Letter – Multiple Lots \$250 • Prepaid Estoppel Letter – Partial Payoffs \$500 • Annual Construction Accounting Fee (while active) \$2,500 • Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds) \$3,000 	
Extended or Extra Board Meetings: <ul style="list-style-type: none"> • Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee. \$250/hr. 	
Additional Services: <ul style="list-style-type: none"> • All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District. To Be Negotiated 	

Item	Cost
<p>Standard Hourly Rates:</p> <ul style="list-style-type: none"> The Hourly rate for the District Manager is \$175/Hour. The Hourly rate for the District Accountant is \$125/Hour. The Hourly rate for the Field Supervisor is \$100/Hour. The Hourly rate for the District Administrative Assistant is \$80/Hour. 	<p>As Defined</p>
<p>Out-of-Pocket Reimbursable Expenses</p> <ul style="list-style-type: none"> Reimbursable expenses to be itemized on invoicing each month. Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month. 	<p>At GMS Standard Rate or Costs</p>
<p>Public Records Requests:</p> <ul style="list-style-type: none"> Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-SF by the District at the same rate. 	<p>As Defined</p>
<p>** For Fiscal Year 2025, with dates effective October 1st, 2024, through September 30th, 2025, the GMS fees are reflected in the Adopted 2025 Budget.</p>	

**EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – South Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



Manager: Governmental Management Services – South Florida LLC

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Roane

Amanda Jones SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by December, as _____, of _____, who is personally known to me or who produced _____ as identification this 6 day of December, 2024.

(Notary Seal)

Amanda Jones
Notary Public

SECTION VII

SECTION C

SECTION 1

Tesoro
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
<u>General Fund</u>		
10/01 - 01/31	1207 - 1229	\$182,561.19
<u>Capital Reserve</u>		
10/01 - 01/31	-	\$0.00
TOTAL		\$182,561.19

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/25/24	00053	9/30/24	6704202	202409	310	51300	48000			*	262.64		
									NOT PH ADPT FY25 BUDGET				
		9/30/24	6704202	202409	310	51300	48000		NOTICE OF FY25 MEETINGS	*	107.84		
									GANNETT FLORIDA LOCALIQ			370.48	001207
10/25/24	00004	10/01/24	436	202410	310	51300	34000		MANAGEMENT FEES - OCT 24	*	3,222.92		
		10/01/24	436	202410	310	51300	35200		WEBSITE ADMIN - OCT 24	*	83.58		
		10/01/24	436	202410	310	51300	35100		INFORMATION TECH - OCT 24	*	93.42		
		10/01/24	436	202410	310	51300	51000		OFFICE SUPPLIES - OCT 24	*	.06		
		10/01/24	436	202410	310	51300	42000		POSTAGE - OCT 24	*	1.38		
		10/01/24	436	202410	310	51300	42500		COPIES - OCT 24	*	138.60		
		10/01/24	437	202410	320	53800	12000		FIELD MANAGEMENT - OCT 24	*	1,564.58		
									GMS-CENTRAL FLORIDA, LLC			5,104.54	001208
10/25/24	00008	10/03/24	WGC-1601	202409	310	51300	31500		GENERAL COUNSEL - SEP 24	*	1,377.00		
									LEWIS, LONGMAN & WALKER, PA			1,377.00	001209
10/25/24	00017	10/03/24	5064	202410	320	53800	46200		WETLAND/LAKE MAINT OCT24	*	7,000.00		
		10/03/24	5064	202410	320	53800	46200		WETLAND/LAKE MAINT OCT24	*	9,350.00		
		10/03/24	5064	202410	320	53800	46201		PHASE 1-4 ANNUAL TRIM	*	9,687.50		
									NATIVE LANDS MANAGEMENT, INC.			26,037.50	001210
11/19/24	00006	10/23/24	100458	202409	310	51300	31100		ENGINEER SERVICES SEP24	*	2,400.00		
									CULPEPPER & TERPENING, INC.			2,400.00	001211
11/19/24	00028	10/01/24	90872	202410	310	51300	54000		SPECIAL DISTRICT FEE FY25	*	175.00		
									FLORIDACOMMERCE			175.00	001212
11/19/24	00004	11/01/24	438	202411	310	51300	34000		MANAGEMENT FEES - NOV 24	*	3,222.92		
		11/01/24	438	202411	310	51300	35200		WEBSITE ADMIN - NOV 24	*	83.58		

TES -- TESORO -- SNEEROOA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/24	438		202411	310	51300	35100				*	93.42		
									INFORMATION TECH - NOV 24				
11/01/24	439		202411	320	53800	12000				*	1,564.58		
									FIELD MANAGEMENT - NOV 24				
									GMS-CENTRAL FLORIDA, LLC			4,964.50	001213
11/19/24	00008	11/04/24	WGC-1604	202410	310	51300	31500			*	162.00		
									GENERAL COUNSEL - OCT 24				
									LEWIS, LONGMAN & WALKER, PA			162.00	001214
11/19/24	00017	11/04/24	5091	202411	320	53800	46200			*	7,000.00		
									WETLAND/LAKE MAINT NOV24				
11/04/24	5091		202411	320	53800	46200				*	9,350.00		
									WETLAND/LAKE MAINT NOV24				
11/04/24	5091		202411	320	53800	46201				*	9,687.50		
									PHASE 1-4 ANNUAL TRIM				
									NATIVE LANDS MANAGEMENT, INC.			26,037.50	001215
11/19/24	00026	11/01/24	112993	202411	320	53800	47300			*	8,773.00		
									LANDSCAPE MAINT - NOV 24				
									WELLINGTON PRO LAWN			8,773.00	001216
12/13/24	00006	11/26/24	100640	202410	310	51300	31100			*	840.20		
									ENGINEER SERVICES OCT24				
									CULPEPPER & TERPENING, INC.			840.20	001217
12/13/24	00004	12/01/24	440	202412	310	51300	34000			*	3,222.92		
									MANAGEMENT FEES - DEC 24				
12/01/24	440		202412	310	51300	35200				*	83.58		
									WEBSITE ADMIN - DEC 24				
12/01/24	440		202412	310	51300	35100				*	93.42		
									INFORMATION TECH - DEC 24				
12/01/24	441		202412	320	53800	12000				*	1,564.58		
									FIELD MANAGEMENT - DEC 24				
									GMS-CENTRAL FLORIDA, LLC			4,964.50	001218
12/13/24	00008	12/04/24	WGC-1608	202411	310	51300	31500			*	931.50		
									GENERAL COUNSEL - NOV 24				
									LEWIS, LONGMAN & WALKER, PA			931.50	001219
12/13/24	00017	12/02/24	5100	202412	320	53800	49100			*	17,500.00		
									WAX MYRTLE TRIM 44-B 30-A				
12/02/24	5105		202412	320	53800	46200				*	7,000.00		
									WETLAND/LAKE MAINT DEC24				
12/02/24	5105		202412	320	53800	46200				*	9,350.00		
									WETLAND/LAKE MAINT DEC24				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/02/24	5105	202412	320-53800-46201				PHASE 1-4 ANNUAL TRIM NATIVE LANDS MANAGEMENT, INC.	*	9,687.50	43,537.50	001220
12/13/24	00026	12/01/24	113194	202412	320-53800-47300		LANDSCAPE MAINT - DEC 24 WELLINGTON PRO LAWN	*	8,773.00	8,773.00	001221
1/13/25	00006	7/24/24	9994005	202406	310-51300-31100		ENGINEER SERVICES JUN24	*	1,073.14		
		12/30/24	100772	202411	310-51300-31100		ENGINEER SERVICES NOV24 CULPEPPER & TERPENING, INC.	*	1,240.00	2,313.14	001222
1/13/25	00004	1/01/25	443	202501	320-53800-12000		FIELD MANAGEMENT - JAN 25 GMS-CENTRAL FLORIDA, LLC	*	1,564.58	1,564.58	001223
1/13/25	00008	1/06/25	WGC-1613	202412	310-51300-31500		GENERAL COUNSEL - DEC 24 LEWIS, LONGMAN & WALKER, PA	*	202.50	202.50	001224
1/13/25	00035	12/01/24	INV-1283	202412	300-36300-10100		2024 TAX ROLL TRIM NOTICE	*	5,822.33		
		12/01/24	INV-1283	202412	300-36300-10100		2024 TAX ROLL TRIM NOTICE MICHELLE FRANKLIN, PROP APPRAISER	V	5,822.33-	.00	001225
1/13/25	00017	1/02/25	5121	202501	320-53800-46200		WETLAND/LAKE MAINT JAN25	*	7,000.00		
		1/02/25	5121	202501	320-53800-46200		WETLAND/LAKE MAINT JAN25	*	9,350.00		
		1/02/25	5121	202501	320-53800-46201		PHASE 1-4 ANNUAL TRIM NATIVE LANDS MANAGEMENT, INC.	*	9,687.50	26,037.50	001226
1/13/25	00026	1/01/25	113574	202501	320-53800-47300		LANDSCAPE MAINT - JAN 25 WELLINGTON PRO LAWN	*	8,773.00	8,773.00	001227
1/30/25	00004	1/01/25	442	202501	310-51300-34000		JAN 25 - MGMT FEES	*	3,222.92		
		1/01/25	442	202501	310-51300-35200		JAN 25 - WEBSITE ADMIN	*	83.58		
		1/01/25	442	202501	310-51300-35100		JAN 25 - IT GMS-CENTRAL FLORIDA, LLC	*	93.42	3,399.92	001228

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/30/25	00035	12/01/24	INV-1283 202412 300-36300-10100 2024 TAX ROLL TRIM NOTICE	MICHELLE FRANKLIN, PROP APPRAISER	*	5,822.33	5,822.33 001229
TOTAL FOR BANK A						182,561.19	
TOTAL FOR REGISTER						182,561.19	

SECTION 2

Tesoro
Community Development District

Unaudited Financial Reporting
January 31, 2025



Table of Contents

1	<hr/>	Balance Sheet
2-3	<hr/>	General Fund
4	<hr/>	Capital Reserve Fund
5	<hr/>	Month to Month
6	<hr/>	Assessment Receipt Schedule

Tesoro
Community Development District
Combined Balance Sheet
January 31, 2025

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Account	\$ 194,644	\$ 325,636	\$ 520,280
<u>Investments:</u>			
State Board of Administration (SBA)	339,056	-	339,056
Total Assets	\$ 533,699	\$ 325,636	\$ 859,336
Liabilities:			
Accounts Payable	\$ 14,000	\$ -	\$ 14,000
Total Liabilities	\$ 14,000	\$ -	\$ 14,000
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 325,636	\$ 325,636
Unassigned	519,699	-	519,699
Total Fund Balances	\$ 519,699	\$ 325,636	\$ 845,336
Total Liabilities & Fund Balance	\$ 533,699	\$ 325,636	\$ 859,336

Tesoro
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 546,425	\$ 529,065	\$ 529,065	\$ -
Stormwater Fees	250,000	-	-	-
Interest Income	1,966	655	305	(351)
Total Revenues	\$ 798,391	\$ 529,720	\$ 529,370	\$ (351)
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 5,000	\$ -	\$ -	\$ -
PR-FICA	383	-	-	-
Engineering	7,000	2,333	2,080	253
Attorney	15,000	5,000	1,296	3,704
Annual Audit	3,150	-	-	-
Assessment Administration	2,650	2,650	2,650	-
Management Fees	38,675	12,892	12,892	0
Information Technology	1,121	374	374	0
Website Maintenance	1,003	334	334	0
Telephone	100	33	-	33
Postage & Delivery	500	167	1	165
Insurance General Liability/Public Officials	8,238	8,238	8,355	(117)
Printing & Binding	600	200	139	61
Legal Advertising	1,000	333	-	333
Other Current Charges	1,000	333	-	333
Office Supplies	100	33	0	33
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 85,696	\$ 33,096	\$ 28,296	\$ 4,800

Tesoro
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<i>Operations & Maintenance</i>				
Field Operation				
Field Management Fees	\$ 18,775	\$ 6,258	\$ 6,258	\$ 0
Trim-Phase 1-4	116,250	38,750	38,750	-
Property Insurance	375	-	-	-
West Side				
Mitigation Maintenance	112,200	37,400	51,400	(14,000)
Landscaping	102,221	34,074	35,092	(1,018)
Electric	8,750	2,917	2,231	686
Plant Replacement	5,000	-	-	-
Fountain Repairs	5,000	1,667	-	1,667
Contingency	2,500	833	17,500	(16,667)
East Side				
Mitigation Maintenance	84,000	28,000	28,000	-
Plant Replacement	5,000	1,667	-	1,667
Contingency	2,500	833	-	833
Total Field Operation	\$ 462,571	\$ 152,399	\$ 179,231	\$ (26,832)
Total Expenditures	\$ 548,267	\$ 185,495	\$ 207,527	\$ (22,032)
Excess (Deficiency) of Revenues over Expenditures	\$ 250,124	\$ 344,225	\$ 321,843	\$ (22,382)
<i>Other Financing Sources/(Uses):</i>				
Transfer Out to Capital Reserve	\$ (250,124)	\$ (250,124)	(250,124)	\$ -
Total Other Financing Sources/(Uses)	\$ (250,124)	\$ (250,124)	\$ (250,124)	\$ -
Net Change in Fund Balance	\$ -	\$ 94,101	\$ 71,719	\$ (22,382)
Fund Balance - Beginning	\$ -		\$ 447,981	
Fund Balance - Ending	\$ -		\$ 519,699	

Tesoro
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues				
Interest Income	\$ -	-	\$ 213	\$ 213
Total Revenues	\$ -	\$ -	\$ 213	\$ 213
Expenditures:				
Miscellaneous Expenses	\$ 34,000	\$ -	\$ -	\$ -
Natural Area Cleanup	260,900	-	-	-
Plant Installation	500	-	-	-
Total Expenditures	\$ 295,400	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (295,400)	\$ -	\$ 213	\$ 213
Other Financing Sources/(Uses)				
Transfer In Capital Reserve	\$ 250,124	\$ 250,124	\$ 250,124	\$ -
Total Other Financing Sources (Uses)	\$ 250,124	\$ 250,124	\$ 250,124	\$ -
Net Change in Fund Balance	\$ (45,276)	\$ 250,124	\$ 250,337	\$ 213
Fund Balance - Beginning	\$ 74,984		\$ 75,299	
Fund Balance - Ending	\$ 29,708		\$ 325,636	

Tesoro
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ 2,678	17,018	499,080	10,288	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,065
Stormwater Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	119	47	19	119	-	-	-	-	-	-	-	-	305
Interest Income	\$ 550	\$ 17,065	\$ 499,100	\$ 10,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,370
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	840	1,240	-	-	-	-	-	-	-	-	-	-	2,080
Attorney	162	932	203	-	-	-	-	-	-	-	-	-	1,296
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	2,650	-	-	-	-	-	-	-	-	-	-	-	2,650
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,223	3,223	3,223	3,223	-	-	-	-	-	-	-	-	12,892
Information Technology	93	93	93	93	-	-	-	-	-	-	-	-	374
Website Maintenance	84	84	84	84	-	-	-	-	-	-	-	-	334
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1	-	-	-	-	-	-	-	-	-	-	-	1
Insurance General Liability/Public Officials	8,355	-	-	-	-	-	-	-	-	-	-	-	8,355
Printing & Binding	139	-	-	-	-	-	-	-	-	-	-	-	139
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 15,722	\$ 5,571	\$ 3,602	\$ 3,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,296
Operations & Maintenance													
Field Operation													
Field Management Fees	1,565	1,565	1,565	1,565	-	-	-	-	-	-	-	-	6,258
Trim-Phase 1-4	9,688	9,688	9,688	9,688	-	-	-	-	-	-	-	-	38,750
Property Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
West Side													
Mitigation Maintenance	9,350	9,350	16,350	16,350	-	-	-	-	-	-	-	-	51,400
Landscaping	8,773	8,773	8,773	8,773	-	-	-	-	-	-	-	-	35,092
Electric	524	504	600	603	-	-	-	-	-	-	-	-	2,231
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Fountain Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	17,500	-	-	-	-	-	-	-	-	-	17,500
East Side													
Mitigation Maintenance	7,000	7,000	7,000	7,000	-	-	-	-	-	-	-	-	28,000
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 36,899	\$ 36,879	\$ 61,475	\$ 43,978	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179,231
Excess (Deficiency) of Revenues over Expenditures	\$ (52,071)	\$ (25,386)	\$ 434,022	\$ (36,970)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,843
Other Financing Sources/Uses:													
Transfer In/(Out)	-	-	(250,124)	-	-	-	-	-	-	-	-	-	(250,124)
Transfer Out to Capital Reserve	\$ (230,124)	\$ -	\$ (250,124)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (250,124)
Net Change in Fund Balance	\$ (282,195)	\$ (25,386)	\$ 183,898	\$ (36,970)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,719

Tesoro
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St Lucie County
Fiscal Year 2025

Gross Assessments \$ 578,280.20 \$ 578,280.20
Net Assessments \$ 543,583.39 \$ 543,583.39

ON ROLL ASSESSMENTS

allocation in % 100.00% 100.00%

<i>Date</i>	<i>Gross Amount</i>	<i>Discount/ (Penalty)</i>	<i>Commission</i>	<i>Interest</i>	<i>Property Appraiser</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
10/31/24	\$ 2,678.27	\$ -	\$ -	\$ -	\$ -	\$ 2,678.27	\$ 2,678.27	\$ 2,678.27
11/12/24	1,206.60	60.44	22.92	-	-	1,123.24	1,123.24	1,123.24
11/15/24	5,735.00	229.40	110.12	-	-	5,395.48	5,395.48	5,395.48
11/21/24	11,160.00	446.40	214.27	-	-	10,499.33	10,499.33	10,499.33
12/03/24	9,842.50	393.70	188.97	-	-	9,259.83	9,259.83	9,259.83
12/09/24	296,874.60	11,875.01	5,699.99	-	-	279,299.60	279,299.60	279,299.60
12/13/24	223,857.20	8,951.18	4,298.13	-	-	210,607.89	210,607.89	210,607.89
12/20/24	6,091.50	239.00	117.05	-	-	5,735.45	5,735.45	5,735.45
01/03/25	2,015.00	60.45	39.10	-	-	1,915.45	1,915.45	1,915.45
01/09/25	2,015.00	60.46	39.09	-	-	1,915.45	1,915.45	1,915.45
01/08/25	721.63	19.55	14.03	-	-	688.05	688.05	688.05
01/08/25	-	-	-	449.75	-	449.75	449.75	449.75
01/09/25	2,790.00	83.69	54.13	-	-	2,652.18	2,652.18	2,652.18
01/13/25	-	-	-	-	(5,822.33)	(5,822.33)	(5,822.33)	(5,822.33)
01/16/25	1,550.00	43.40	30.13	-	-	1,476.47	1,476.47	1,476.47
01/24/25	310.00	6.20	6.07	-	-	297.73	297.73	297.73
01/30/25	930.00	18.60	18.23	-	-	893.17	893.17	893.17
	\$ 567,777.30	\$ 22,487.48	\$ 10,852.23	\$ 449.75	\$ (5,822.33)	\$ 529,065.01	\$ 529,065.01	\$ 529,065.01

97%	Percent Collected
\$ 14,518.38	Balance Remaining to Collect

SECTION D

SECTION 1

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is made by and between the TESORO COMMUNITY DEVELOPMENT DISTRICT, a local special purpose governmental entity created pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “District”), with offices located at 219 E. Livingston St., Orlando, FL 32801 and HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC., a Florida corporation, located at 9512 SE Duncan Street, Hobe Sound, FL 33455 (hereinafter referred to as “Consultant”), this ____ day of _____, 2025.

RECITALS

WHEREAS, the Consultant submitted a proposal to provide environmental consulting services required to review any and all projects within the preserve area at the Tesoro Club to ensure that such projects are completed within the permitted guidelines (“Services”). The preserve area is located at 200 SE Via Tesoro, Port St. Lucie, FL 34984; and

WHEREAS, the Board of Supervisors desires to enter into an Agreement with Consultant for the provision of the Services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2 **Scope of Services.** The Consultant shall provide the Services as directed by the District on an as-needed basis in accordance with the Consultant's Proposal attached as Exhibit A.

3 **Compensation.** The District agrees to compensate the Consultant in accordance with the Fee Schedule in Consultant's Proposal attached as Exhibit A. Consultant shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month.

4 **Term.** The term of this Agreement shall be for one (1) year from the Effective Date, with the option to renew for two (2) additional one-year terms. The District Manager is hereby authorized to exercise the renewal options on behalf of the District.

5 **Termination for Convenience.** The District shall have the right to terminate this Agreement for any reason with thirty (30) days written notice to the Consultant. Upon receipt of such notice, the Consultant shall immediately cease performance of all services or obligations under this Agreement, except as otherwise directed by the District. In the event of termination under this clause, the District shall compensate the Consultant for all work performed and expenses incurred up to the effective date of termination, provided that such work and expenses are documented and reasonably necessary.

6 **Insurance.** The Consultant shall maintain the following insurance coverage during the term of this Agreement. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Consultant's Services under this Agreement.

The Consultant shall provide to the District a Certificate of Insurance (“COI”) naming the District as “Additional Insured” within seven (7) days of execution of this Agreement.

- a. Comprehensive General Liability insurance covering all operations, including legal liability and completed operations/products liability, within minimum limits of \$1,000,000 combined single limit per occurrence;
- b. Comprehensive Automobile Liability insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000 combined single limit per occurrence; and
- c. Workers Compensation insurance in a form and in amounts prescribed by the state of Florida.

7 **Indemnification.** Consultant agrees to indemnify and hold harmless the District, its officers, agents, servants, and employees from and against any and all liability, claims, actions suits or demands by any person, corporation or other entity for injuries, death, property damage of any kind arising out of, or in connection with, the work to be performed by Consultant, including litigation and any appellate proceedings with respect thereto. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this section shall be deemed a waiver of the District’s rights to sovereign immunity under F.S § 768.28.

8 **Applicable Law.** This Agreement shall be construed in accordance with the District’s Enabling Act and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in St. Lucie County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

9 **Miscellaneous.**

a. *Headings.* The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

b. *Effective Date.* The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

c. *Assignment.* Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

d. *Severability.* If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.

e. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. In the event of any conflict between this Agreement and any attachments, exhibits, or other incorporated documents, the terms of this Agreement shall control unless expressly stated otherwise.

f. *Attorney's fees.* In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs, and expenses incurred in enforcing or defending its rights under this Agreement.

- g. **Public records.** Consultant shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the District to perform the service.
 - ii. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.
 - v. If the Consultant does not comply with this section, the District shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524; 219 E. Livingston St., Orlando, FL 32801; or via email at jshowe@gmscfl.com

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first entered above.

TESORO COMMUNITY DEVELOPMENT DISTRICT

HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 S.E. DUNCAN STREET
HOBE SOUND, FLORIDA 33455
PHONE: (772) 545-3676 CELL (772) 260-0857
E-MAIL: bobhsenv@gmail.com

Table 1. Hourly Billing Rate Schedule (2020)

Principal	\$ 125.00
Project Manager/ Env. Scientist III	\$ 115.00
Env. Scientist II	\$ 95.00
Env. Scientist I	\$ 85.00
Env Field Tech	\$ 80.00
CADD Technician	\$ 75.00
Clerical	\$ 70.00

Materials and Printing cost will be billed at actual cost to HSE plus a 10% administrative fee.

Travel expenses -

Mileage will be billed at actual mileage incurred by HSE at a rate of \$0.70 per mile. If towing of equipment is incurred, mileage will be billed at actual mileage incurred by HSE at a rate of \$0.95 per mile.

Mileage will be separately compensated at a rate of \$0.70 per mile for trips where meetings are requested/approved by the CLIENT. HSE will not agree to, or participate in, such trips/meetings until said trips are approved beforehand by the CLIENT. Any trips requiring travel by means other than a car will be fully reimbursed by the CLIENT after a travel invoice is submitted.

For trips that exceed 6 hours:

If the schedule for any trips/meetings prevents HSE from returning to his residence/office by 9pm, overnight lodging is agreed to. All lodging costs will be fully compensated by the CLIENT. In all cases, CLIENT will reimburse HSE for all costs associated with travel to include meals, lodging and miscellaneous expenses documented with receipts