

TWISTED OAKS POINTE

**COMMUNITY DEVELOPMENT
DISTRICT**

December 9, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Twisted Oaks Pointe Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

December 2, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Twisted Oaks Pointe Community Development District

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold a Regular Meeting on December 9, 2024 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of John Curtis [Seat 3]; *Term Expires November 2024*
4. Consider Appointment to Fill Unexpired Term of Seat 3
 - Administration of Oath of Office *(the following to be provided in separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Acceptance of Resignation of Troy Simpson [Seat 4]; *Term Expires November 2024*
6. Consider Appointment of Kara Disotell to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office
7. Consideration of Resolution 2025-01, Electing and Removing Officers of the District, and Providing for an Effective Date

8. Consideration of Resolution 2025-02, Ratifying the Actions of the District Manager in Redesignating the Date and Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
9. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
10. Review of Proposals for Landscape & Irrigation Maintenance Services
 - A. Respondents
 - I. Juniper Landscaping
 - II. RedTree Landscape Systems
 - III. Rotolo Consultants, Inc.
 - IV. Sunrise Landscape
 - V. United Land Services
 - VI. Yellowstone Landscape
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
11. Consideration of Easement and Cost Share Agreement
12. Ratification Items
 - A. Hughes Brothers Construction Inc. Change Order(s)
 - I. No. 1.3: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
 - II. No. 1.4: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
 - III. No. 2.3: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
 - IV. No. 4: Twisted Oaks Pointe Project - Commercial Roadway
 - V. No. 5: Twisted Oaks Pointe Project - Commercial Roadway
 - VI. No. 6: Twisted Oaks Pointe Project - Commercial Roadway
 - VII. No. 7: Twisted Oaks Pointe Project - Commercial Roadway
 - VIII. No. 4: Twisted Oaks Pointe Project - Highfields Phase 2
 - IX. No. 5: Twisted Oaks Pointe Project - Highfields Phase 2
 - X. No. 6: Twisted Oaks Pointe Project - Highfields Phase 2

- XI. No. 5: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- XII. No. 6: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- XIII. No. 7: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- XIV. No. 7: Twisted Oaks Pointe Project - Highfields Phase 1
- XV. No. 8: Twisted Oaks Pointe Project - Highfields Phase 1
- XVI. No. 9: Twisted Oaks Pointe Project - Highfields Phase 1
- XVII. No. 10: Twisted Oaks Pointe Project - Highfields Phase 1
- XVIII. No. 14: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- XIX. No. 15: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- XX. No. 16: Twisted Oaks Pointe Project - Phase 1 Infrastructure

B. SR Landscaping LLC Agreement for Landscape Maintenance Services

13. Acceptance of Unaudited Financial Statements as of October 31, 2024

14. Approval of July 8, 2024 Public Hearings and Regular Meeting Minutes

15. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Morris Engineering and Consulting, LLC*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETING DATES: January 13, 2025 at 10:00 AM [Landowners' Meeting and Regular Meeting]

○ QUORUM CHECK

SEAT 1	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KARA DISOTELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ernesto J. Torres".

Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

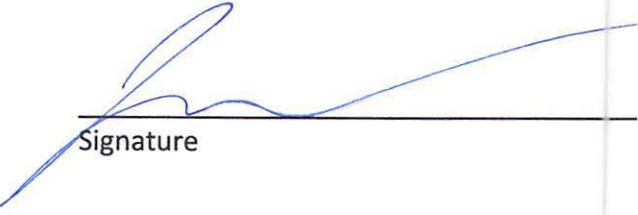
To: Board of Supervisors
Twisted Oaks Pointe Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: John Curtis
Printed Name

Date: 9/9/2024
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Twisted Oaks Pointe Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☒ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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To: Twisted Oaks Pointe Community Development District

December 9th, 2024

I hereby resign from the Board of Supervisors of the Twisted Oaks Pointe Community Development District effective today.

A handwritten signature in blue ink, appearing to read "Troy Simpson", is written over a horizontal line.

Troy Simpson

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Twisted Oaks Pointe Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective December 9, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 9, 2024:

<u>John Curtis</u>	<u>Assistant Secretary</u>
<u>Troy Simpson</u>	<u>Assistant Secretary</u>

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWISTED OAKS
POINTE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS
OF THE DISTRICT MANAGER IN REDESIGNATING THE DATE AND TIME FOR
LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Twisted Oaks Pointe Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Wildwood, Sumter County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-07, Designating the Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEATS 3, 4 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the date and time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

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

SECTION 1. The actions of the District Manager in redesignating the date and time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-07 is hereby amended to reflect that the date and time of Landowners' Meeting as declared in Resolution 2024-07 is redesignated to 10:00 a.m., on January 13, 2025, at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-07 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of December, 2024.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Twisted Oaks Pointe Community Development District (the "District") in Sumter County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: January 13, 2025

TIME: 10:00 a.m.

PLACE: The Villages Public Library at Pinellas Plaza
7375 Powell Road, Conference Room 162
Wildwood, Florida 34785

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **January 13, 2025**

TIME: **10:00 a.m.**

LOCATION: **The Villages Public Library at Pinellas Plaza
7375 Powell Road, Conference Room 162
Wildwood, Florida 34785**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SUMTER COUNTY, FLORIDA LANDOWNERS' MEETING – January 13, 2025

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Twisted Oaks Pointe Community Development District to be held at 10:00 a.m., on January 13, 2025, at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
SUMTER COUNTY, FLORIDA
LANDOWNERS' MEETING – JANUARY 13, 2025**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Twisted Oaks Pointe Community Development District and described as follows:

Description

Acreage

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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Memorandum

To: Board of Supervisors

From: District Management

Date: December 9, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

10B

Twisted Oaks Pointe Community Development District
Request for Proposals – Landscape & Irrigation Maintenance Services

Evaluation Matrix

		Technical Capability	Experience	Understanding Scope of RFP	Price	TOTAL SCORE
	<i>weight factor</i>	30	40	10	20	100
	NAME OF RESPONDENT					
1	Juniper Landscaping					
2	RedTree Landscape Systems					
3	Rotolo Consultants, Inc.					
4	Sunrise Landscape					
5	United Land Services					
6	Yellowstone Landscape					

Board Member’s Signature

Date

REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE SERVICES

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TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

11

Easement and Cost Share Agreement

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:**

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

EASEMENT AND COST SHARE AGREEMENT
(Twisted Oaks, Sumter County, Florida)

THIS EASEMENT AND COST SHARE AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 202_ (the “**Effective Date**”), by and between **DHIC - _____, LLC**, a Delaware limited liability company (“**Owner**”), **KL TWISTED OAKS LLC**, a Florida limited liability company (“**Developer**”), and **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes (the “**CDD**”). Owner, Developer, and the CDD are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

a. Of even date herewith, Developer conveyed to Owner that certain real property containing approximately 26.299± acres [LEGAL SAYS 22 ACRES?] located in Sumter County (the “**County**”), Florida as described on Exhibit “A” attached hereto and incorporated herein (the “**Multi-Family Property**”).

b. The Developer owns certain other properties within the master planned, mixed use community being developed by the Developer known as Twisted Oaks (the “**Project**”), including but not limited to certain commercial parcels more particularly described on Exhibit “A-1” attached hereto (individually, a “**Commercial Property**” and, collectively, the “**Commercial Properties**”). [WHAT PROPERTIES ARE GOING TO PARTICIPATE IN THE COST SHARE?]

c. The Developer has established the CDD as the operational entity with respect to the ownership, operation and maintenance of certain infrastructure and improvements within the Project, including but not limited to: (i) the stormwater ponds within the Project (the “**Stormwater Ponds**”), including the gate or fence surrounding said Stormwater Ponds, if any; and (ii) all storm water drainage facilities within the Project, to the extent such facilities are not maintained by a local or governmental entity and are not used exclusively in connection with any individual parcel ((i) and (ii) collectively, the “**Stormwater Facilities**”).

d. Owner intends to develop the Multi-Family Property into a multi-family project with at least two hundred and seventy (270) multi-family residential rental apartment units and

related amenities (the “**Intended Use**”) in accordance with the respective requirements (“**Approvals**”) of all governmental authorities having jurisdiction over the Multi-Family Property (“**Governing Jurisdiction**”), including but not limited to the Southwest Florida Water Management District (“**District**”).

e. Developer and the CDD have agreed that the Owner shall have the right to modify, expand and/or relocate certain Stormwater Ponds currently located on the Multi-Family Property identified as Lake 20 and Lake 21 on the attached **Exhibit “B”** (the “**MF Ponds**”) to accommodate Buyer’s Intended Use in accordance with the respective Approvals and requirements of the Governing Jurisdiction (the “**Pond Modification**”), and thereafter, the CDD shall accept title and maintenance obligations to such MF Ponds, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

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

2. **Pond Modification; Transfer of Title to Stormwater Facilities.**

a. The Parties acknowledge and agree that, subject to the terms of this Agreement, the Owner shall have the right to perform the Pond Modification in its sole discretion and at its sole cost and expense.

b. Upon completion of the Pond Modification, Owner shall provide written notice and supporting documentation thereof to the Developer and the CDD that the Pond Modification is complete and any related Stormwater Facilities on the Multi-Family Property (“**MF Facilities**”) are suitable for transfer to operation and maintenance in accordance with the respective Approvals, including but not limited to the requirements of the District (“**Notice of Pond Modification Completion**”).

c. Within thirty (30) days of issuance of the Notice of Pond Modification Completion, but subject to completion of the requirements of Section 2.f. herein, the Owner shall record a quit claim deed in the Public Records of Sumter County, Florida (“**Public Records**”) transferring title to the MF Ponds to the CDD (“**MF Pond QC Deed**”), subject to the terms and conditions of this Agreement.

d. Following the development of the Multi-Family Parcel, if applicable, , but subject to completion of the requirements of Section 2.f. herein, the Owner shall record a quit claim deed in the Public Records transferring title to MF Facilities, if any, to the CDD (“**MF Facilities QC Deed**”), subject to the terms and conditions of this Agreement.

e. By its execution hereof, the CDD agrees that following recordation of the MF Pond QC Deed, and if applicable, the MF Facilities QC Deed, and provision by the Owner to the CDD of such other documentation as may be reasonably required by the CDD as set forth in

Section 2.f. below, the CDD shall be the owner and operational entity with respect to the MF Ponds and MF Facilities, and shall own, operate, and maintain the MF Ponds and MF Facilities in accordance with the requirements of the Approvals, including but not limited to the requirements of the District.

f. Notwithstanding anything to the contrary herein, and in connection with the Pond Modification and/or construction of the MF Facilities (either, “**Owner Project**”), Owner shall comply with the following provisions:

i. **Standard of Care** - Owner shall cause any Owner Project to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner.

ii. **Permits** - Owner shall be responsible for obtaining any and all applicable permits and approvals relating to any Owner Project (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, the City, the County, or any other regulatory or similar authority of any kind).

iii. **Licensed Contractors** - All Owner Projects conducted pursuant to this Agreement shall be conducted by a licensed and insured contractor.

iv. **Due Care; Damage**. The Owner shall use all due care to access and use any CDD property for the purposes contemplated by this Agreement without adverse impact and/or damage to the CDD’s stormwater system, or any other property or improvements of any kind. In the event that the Owner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the CDD’s stormwater system, or any other property or improvements of any kind, the Owner shall immediately notify the CDD and promptly restore the damaged property to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the CDD may in its sole discretion elect to perform any such restoration work and charge the Owner for any cost and expense of the restoration work.

v. **Insurance** – Owner and its contractors (and their subcontractors, employees, and materialmen) undertaking any Owner Project shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a

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combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

vi. **Compliance with Laws** - Any rights granted hereunder shall be exercised by Owner only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Among other things, the Owner shall not discharge into or within the CDD's stormwater system or other property any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

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vii. **Turnover.**

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1. At substantial completion of an Owner Project, and prior to the execution and recording of the MF Pond QC Deed or MF Facilities QC Deed as applicable ("**Turnover**"), the Owner shall notify the CDD in writing, and, upon request of the CDD, cooperate with the CDD in conducting an inspection of the Owner Project. The Owner shall address any "punch list" items reasonably requested of the CDD prior to Turnover.

2. The Owner agrees to cooperate fully in the transfer of any permits to the CDD or a governmental entity with maintenance obligations for any improvements conveyed pursuant to this Agreement.

3. All conveyances of Stormwater Facilities and/or MF Facilities (either, "**Transferred CDD Facilities**") shall be on an "as is" basis, and pursuant to instruments of conveyance, including but not limited to a bill of sale reasonably acceptable to the parties. As part of any such conveyance, the Owner agrees to assign, transfer and convey to the CDD any and all rights the Owner may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification from the site work and/or other contractor.

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4. The CDD shall accept any completed Transferred CDD Facilities where the CDD Engineer (or other consulting engineer reasonably acceptable to the CDD), in his/her professional opinion, is able to certify that, in addition to any other requirements of law, the Transferred CDD Facilities are installed in accordance with their specifications, and are capable of performing the functions for which they were intended.

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5. The parties agree that all Transferred CDD Facilities and related real property shall be provided to the CDD at no cost. The Owner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the MF Pond QC Deed and MF Facilities QC Deed. The

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Owner be responsible for all taxes and assessments levied on the lands upon which the Transferred CDD Facilities are constructed until such time as the Owner conveys all said lands to the CDD. At the time of conveyance, the Owner shall provide, at its expense, title work in a form satisfactory to the CDD.

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6. Turnover shall not occur until all of the requirements of this Section 2.f.vii. have been satisfied.

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4.3. Drainage Easement. Upon the recordation of the Pond QC Deed, and if applicable any Facilities QC Deed, the Owner shall be deemed to have reserved for the benefit of Owner and Owner's employees, contractors, subcontractors, agents, mortgagee(s) and successor(s) in interest, solely with respect to and for the benefit of the Multi-Family Property, a perpetual, non-exclusive drainage easement (the "**Drainage Easement**") over, under, upon, through, and across the Stormwater Ponds, Stormwater Facilities and related improvements for the purpose of: (i) transmitting, flowing and discharging stormwater drainage from the Multi-Family Property; (2) drainage, discharge, storage, retainage and water quality (pollution control) treatment of stormwater runoff generated upon the Multi-Family Property; and (3) enforcing the terms of this Agreement. In connection with the foregoing, but subject to the satisfaction of the requirements set forth in Section 2.f.vii. above, which shall apply to any connection project as an "Owner Project," Owner shall have the right to connect to the Stormwater Ponds, Stormwater Facilities and related improvements, in accordance with the requirements of the Governing Jurisdiction, and neither the Developer nor the CDD shall take any action in connection with the development and/or operation of the Project, including but not limited to any modifications to the respective Approvals, that would limit or impair the rights granted herein without the prior written consent of the Owner.

5.4. CR 462 Improvements; Dover Place; Transfer of Title.

a. **Roadway Improvements.** The Parties acknowledge and agree that the Developer is obligated to complete construction of the following, at Developer's sole cost and expense:

- i. the east-west segment and the north-south segment of the CR 462 Re-Route to connect US Highway 301 to CR 462 E (collectively, the "**CR 462 Improvements**"), in the area depicted on **Exhibit "B-1"** (the "**CR 462 Improvement Area**"), which will be conveyed to the County upon completion (and the County will thereafter assume the operation and maintenance thereof); and .
- ii. the north-south road located adjacent to the eastern boundary line of the Multi-Family Property to be known as "Dover Place" and the two (2) east-west extensions providing access from Dover Place to US Highway 301 (collectively, the "**Dover Place Improvements**"), in the area depicted on **Exhibit "B-1"** (collectively, the "**Dover Place Improvement Area**"), which will be conveyed to the CDD upon completion but subject to the terms of an acquisition agreement between the Developer and the CDD, and execution by the CDD and the City of

Wildwood of an interlocal agreement, and/or maintenance agreement with the County, recognizing the CDD's authority to maintain such improvements. (and the CDD will thereafter assume the operation and maintenance thereof), and which will serve as secondary access to the Multi-Family Property.

b. **Roadway Maintenance.**

i. Until such time as the CR 462 Improvements have been completed and the CR 462 Improvements and CR 462 Improvement Areas have been conveyed to and accepted by the County, Developer, at Developer's sole cost and expense, shall maintain the CR 462 Improvements and the CR 462 Improvement Area, including any landscaping, lighting, and roadways thereupon, in a commercially reasonable manner and in compliance with applicable law and the requirements of the Governmental Jurisdiction (the "**Maintenance Standard**").

ii. Until such time as the Dover Place Improvements have been completed and the Dover Place Improvements and Dover Place Improvement Areas have been conveyed to the CDD, Developer, at Developer's sole cost and expense, shall maintain the Dover Place Improvements and the Dover Place Improvement Area, including any landscaping, lighting, and roadways thereupon, in accordance with the Maintenance Standard. By its execution hereof, but subject to the terms of an acquisition agreement between the Developer and the CDD, and execution by the CDD and the City of Wildwood of an interlocal agreement, and/or maintenance agreement with the County, recognizing the CDD's authority to maintain such improvements, the CDD agrees that following completion and conveyance of the Dover Place Improvements and Dover Place Improvement Area to the CDD, the CDD shall be the owner and operational entity with respect thereto, and shall own, operate, and maintain the Dover Place Improvements and the Dover Place Improvement Area, including any landscaping, lighting, and roadways therein, in accordance with the Maintenance Standard; provided, the foregoing shall not apply to any portions thereof that are accepted for ownership and maintenance by the Governing Jurisdiction.

c. Developer hereby agrees to provide written notice to Owner upon conveyance and acceptance of the CR 462 Improvements, CR 462 Improvement Areas, Dover Place Improvements, and Dover Place Improvement Areas (collectively, the "**Roadways**") to the County and CDD, as applicable.

6-5. **Temporary Access Easement.** Until such time as the Roadways have been conveyed to and accepted by the County and CDD, as applicable, Developer hereby grants, solely with respect to and for the benefit of the Multi-Family Property, a perpetual, non-exclusive access easement (the "**Temporary Access Easement**") over, under, upon, through, and across the Roadways for the purpose of pedestrian and vehicular ingress and egress to and from the Multi-Family Property. The Temporary Access Easement shall include the right to temporarily enter upon portions of the lands owned by Developer immediately adjacent to the Roadways as reasonably necessary to fully enjoy the Temporary Access Easement.

7.6. Wayfinding Signage. Developer agrees to construct, at Developer's sole cost, the wayfinding signage located in the area(s) depicted on **Exhibit "B-2"** and Owner shall have the right to include the Multi-Family project name thereon (the "**Wayfinding Signage**"). The Developer shall maintain the Wayfinding Signage in accordance with the Maintenance Standard until such time as it is conveyed to the CDD. By executing this Agreement, but subject to the terms of an acquisition agreement between the Developer and the CDD, and execution by the CDD and the City of Wildwood of an interlocal agreement, and/or maintenance agreement with the County, recognizing the CDD's authority to maintain such improvements, the CDD acknowledges Owner's right to include the Multi-Family project name in the Wayfinding Signage and agrees to maintain the Wayfinding Signage following conveyance to the CDD in accordance with the Maintenance Standard. Should Developer or CDD fail to maintain the Wayfinding Signage in accordance with this Section, Owner shall have the rights set forth in Section 9. Anything to the contrary notwithstanding (i) Owner shall have the right to review and approve any signage relating to the Owner and/or the Multi-Family Property, which approval may be withheld, conditioned or delayed by Owner, in Owner's sole discretion, and (ii) neither the Developer nor the CDD shall alter any signage approved by Owner without Owner's prior written consent, which may be withheld, conditioned or delayed by Owner in Owner's sole discretion.

8.7. Maintenance Share.

a. Following conveyance to the CDD in accordance with this Agreement, but subject to the MF Contribution Cap (defined herein), the costs associated with the ownership, operation and maintenance of the MF Ponds, MF Facilities, Wayfinding Signage, Dover Place Improvements, Dover Place Improvement Areas, together with the landscaping, lighting and wayfinding signage along and upon Dover Place (collectively, the "**Shared Improvements**") shall be assessed against the respective parcels comprising the Project at common expense, on a pro-rata basis (based on the acreage of a parcel as compared to the overall Project [NEED TO BETTER DEFINE PROJECT – JUST MF AND COMMERCIAL PARCELS AND WHAT ACREAGE?]) (the "**Maintenance Share**"); provided further, that nothing herein shall be deemed to (i) subject the Multi-Family Property to the jurisdiction of the CDD; or (ii) impose upon the Multi-Family Property or any owner(s) thereof any obligation with respect to the maintenance, repair, or replacement of any property owned or maintained by the CDD other than the Shared Improvements.

b. The Maintenance Share attributable to the Multi-Family Property for the first calendar year shall not exceed Sixteen Thousand One Hundred Dollars and No/100 Dollars (\$16,100.00) and the Maintenance Share attributable to the Multi-Family Property for each year following the first calendar year, shall not increase by more than three percent (3%) from the immediately preceding year (collectively, the "**MF Contribution Cap**"); provided however that the MF Contribution Cap shall not apply to capital repair/replacement projects ("**Capital Project**") undertaken by the CDD and in order to repair and/or replace the Shared Improvements.- The CDD shall provide at least 30 days prior notice to Owner before undertaking a Capital Project, and copies of any proposals/contracts for the proposed Capital Project.

c. Notwithstanding the foregoing or anything to the contrary, in no event shall any funds paid by Owner to the CDD be used for any purpose other than: (i) the maintenance, repair, and/or replacement of the Shared Improvements; and (ii) a management fee, the total

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budgeted amount of which attributable to all respective parcels comprising the Project not to exceed \$2,000.00 for the first calendar year and thereafter not to be increased by more than three percent (3%) from the immediately preceding year.

d. In connection with the CDD's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the CDD will post its proposed budget on the CDD's web-site in accordance with law, showing the proposed budgeted costs for the Maintenance Share for the upcoming CDD fiscal year, which begins October 1.

e. The Owner shall pay its share of the Maintenance Share to the CDD each CDD fiscal year, and within ten (10) days of written notice from the CDD. In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the CDD's Fiscal Year – shall immediately become due and payable, together with interest, penalties in the amount of two percent (2%) per month, and all costs of collection and enforcement, including attorney's fees and costs.

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9.8. **Indemnification.** Each Party hereto shall, at all times save, defend, and keep the other Parties free and harmless from any and all damages, liabilities, claims or expenses occasioned by any act of negligence of the indemnifying Party, or of any contractor, agent or employee of the indemnifying Party, arising out of or in connection with the exercise of the indemnifying Party's rights granted herein; excepting, however, that no Owner shall be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees and agents. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be construed to limit and/or waive the District's limitations of liability set forth in Section 768.28, Florida Statutes or other applicable law.

10.9. **Enforcement and Remedies.**

a. In addition to any rights and remedies as may be expressly set forth elsewhere in this Agreement with regard to any particular default, if any Party fails to observe or perform its covenants and obligations under this Agreement, and should such failure continue for more than 30 days following written notice to such Party, then such party shall be in default and any non-defaulting Party shall be entitled, at such non-defaulting Party's option: (i) to file an action against the defaulting Party for specific performance of this Agreement, or (ii) to file an action against the defaulting Party for damages actually incurred by such non-defaulting Party directly resulting from or arising out of such default under this Agreement. Notwithstanding anything else herein to the contrary, in no event will any Party be liable for, or any Party be entitled to recover from the other Party any consequential, indirect, incidental, special, speculative, punitive or exemplary damages relating to this Agreement (collectively, "**Special Damages**"), including but not limited to lost profits, and any claim or right to seek or recover any such Special Damages is hereby expressly waived.

b. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same

thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

c. Without limiting any other remedies provided for in this Agreement or by law, in the event the CDD fails to accept (after satisfaction of the requirements of this Agreement), maintain or repair the MF Ponds or MF Facilities in accordance with this Agreement and such failure continues for a period of thirty (30) days following delivery of written notice of such failure, in addition to any other remedy that Owner has pursuant to this Agreement or applicable law, then the Owner shall have the right, but not the obligation, to perform such maintenance or make such repairs, at the expense of the CDD. The CDD shall reimburse Owner for all reasonable costs and expenses associated with such maintenance or repairs performed within thirty (30) days after delivery of written notice thereof, together with proof of payment and supporting documentation of same.

11.10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Multi-Family Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

12.11. Binding Effect. All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with the respective Multi-Family Property and Commercial Properties, binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns.

13.12. Further Assurances. In addition to the acts recited herein to be performed, the Parties agree to cooperate and perform all further acts as may reasonably be required to perform the tasks contemplated in this Agreement. The foregoing shall include the granting of easements that may reasonably be necessary to carry out the intent of the Parties contained in this Agreement; provided that no such easements shall encroach upon, or materially or detrimentally impact, the Multi-Family Property or the Intended Use without the written consent of Owner, in Owner's sole discretion.

14.13. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

15.14. Construction. Each Party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

16.15. Execution and Counterparts. To facilitate execution, the Parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be

necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

~~17.~~**16. Governing Law/Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Sumter County.

~~18.~~**17. Notices.** Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (iv) emailed to the persons identified below in accordance with their respective contact information set forth below. Any notice delivered as aforesaid shall be deemed to have been given upon actual delivery (physical or electronic) of said notice in accordance with the contact information set forth below. Each party's counsel is expressly permitted to execute and deliver notices for its respective client. Each person identified below may change its contact information by giving notice of such change in compliance with this section. Unless and until such written notice is delivered, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Owner: Jeremy R. Moss
Vice President
DHI Communities
4220 Race Track Road
St. Johns, Florida 32259
Email: JRMoss@drhorton.com ; mmuhall@drhorton.com

with a copy to: Scott Tuthill
National Counsel
DHI Communities
1341 Horton Circle
Arlington, Texas 76011
Email: stuthill@drhorton.com; mlhumes@drhorton.com

and: Jarrett D. Bingemann, Esquire
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Email: jarrett.bingemann@akerman.com;
Joshua.kammeraad@akerman.com

If to Developer: KL Twisted Oaks LLC
Attention: James P. Harvey and Troy Simpson
14025 Riveredge Drive, Suite 175
Tampa, Florida 33675
Email: jharvey@kolter.com ; tsimpson@kolter.com

with a copy to: The Kolter Group LLC
Attention: Legal Notices
105 NE 1st Street
Delray Beach, Florida 33444
Email: legalnotice@kolter.com

and: Scott A. Cookson, Esq.
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Email: scookson@shuffieldlowman.com

If to CDD:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Ernesto Torres
District Manager
Wrathell Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431

with a copy to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Kutak Rock LLP
107 W College Ave.
Tallahassee, Florida 32301

19.18. Authority. Each Party represents and warrants to the other Parties that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all Parties, this Agreement shall be valid and binding upon the Parties hereto and their successors in interest and assigns

~~20-19.~~ **Paragraph Headings.** The paragraph and sub-paragraph headings as herein used are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any section herein.

~~24-20.~~ **Time. Time is of the essence of this Agreement.** Notwithstanding anything in the foregoing to the contrary, in the event that the time for performance of any event or obligation under this Agreement ends on a Saturday, Sunday, or legal holiday, then the date for performance of such event or obligation shall automatically extend to the next day that is not a Saturday, Sunday or legal holiday.

~~22-21.~~ **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

~~23-22.~~ **Relationship of Parties.** Unless specifically agreed to and acknowledged in writing, neither Party shall be the agent of the other for any purpose. Nothing herein shall be construed to constitute the Parties as partners or joint venturers. Each Party shall be considered a separate Party, and no such Party shall have the right to act as an agent for another Party unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

~~24-23.~~ **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

~~25-24.~~ **Estoppels.** Each Party agrees from time to time within fifteen (15) days following receipt of written notice from another Party, to execute and deliver to the requesting Party a certificate for the use of the addressee, whether such addressee is a prospective buyer, lessee or mortgagee of such Party, stating whether or not to the best of its actual knowledge: (i) this Agreement is unmodified and in full force and effect, or if modified, that this Agreement is in full force and effect as modified and stating the modification; (ii) whether there are any outstanding amounts due under this Agreement; and (iii) whether any other Party is in default in any respect under this Agreement, and if in default, specifying such default.

~~26-25.~~ **Covenants Run With The Land.** All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits, and burdens created hereunder are covenants running with the land, binding upon and inuring to the benefit of the Parties.

27-26. Amendment. Except as to Owner's rights expressly provided for in this Agreement, this Agreement may be amended only by the recording of a written instrument in the Public Records, executed and acknowledged by the Parties (or their applicable successors and/or assigns).

28-27. Mortgages. Each Party represents and warrants to the other that, as of the Effective Date, the lands owned by such Party is not encumbered by a mortgage(s) that is recorded prior in time to this Agreement, or if there is a mortgage(s) recorded prior in time to this Agreement that any such mortgage has been subordinated to this Agreement.

29-28. WAIVER OF JURY TRIAL. THE PARTIES EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

WITNESSES:

“OWNER”

DHIC - _____, LLC, a Delaware limited liability company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence of ☐ online presence on this ____ day of _____, 202_, by _____, the _____ of **DHIC - _____, LLC**, a Delaware limited liability company, on behalf of the company. He/She is ☐ personally known to me or has ☐ produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence of ☐ online presence on this ____ day of _____, 202_, by _____, the _____ of **KL TWISTED OAKS LLC**, a Florida limited liability company, on behalf of the company. He/She is ☐ personally known to me or has ☐ produced _____ as identification.

“DEVELOPER”

KL TWISTED OAKS LLC, a Florida
limited liability company

By: _____

Name: _____

Title: _____

Date: _____

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

WITNESSES:

“CDD”

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT
DISTRICT**, a special purpose form of local
government established pursuant to and
governed by Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
of ☐ online presence on this ____ day of _____, 202_, by _____, the
_____ of **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT
DISTRICT**, a special purpose form of local government established pursuant to and governed by
Chapter 190, Florida Statutes, on behalf of the district. He/She is ☐ personally known to me or
has ☐ produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

**JOINDER AND CONSENT OF LENDER TO BE INCORPORATED
PRIOR TO RECORDING (IF APPLICABLE)**

EXHIBIT "A"
Multi-Family Property

TWISTED OAKS – SOUTH MULTI-FAMILY PARCEL

DESCRIPTION: Part of IDLE-WILD, according to the plat thereof, recorded in Plat Book 1, Page 88, of the Public Records of Sumter County, Florida; together with lands lying ins Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the East 1/4 corner of said Section 31, run thence along the South boundary of the Northeast 1/4 of said Section 31, the following two (2) courses: 1) N.89°53'23"W., a distance of 995.05 feet to the **POINT OF BEGINNING**; 2) N.89°53'23"W., a distance of 556.18 feet; thence N.00°06'40"E., a distance of 1231.41 feet to a point of non-tangent curvature; thence Easterly, 22.13 feet along the arc of a non-tangent curve to the left having a radius of 632.00 feet and a central angle of 02°00'23" (chord bearing S.86°06'59"E., 22.13 feet) to a point of compound curvature; thence Easterly, 29.96 feet along the arc of a compound curve to the left having a radius of 632.00 feet and a central angle of 02°42'58" (chord bearing S.88°28'39"E., 29.96 feet) to a point of tangency; thence S.89°50'08"E., a distance of 27.81 feet to a point of curvature; thence Southeasterly, 78.64 feet along the arc of a tangent curve to the right having a radius of 79.00 feet and a central angle of 57°02'08" (chord bearing S.61°19'04"E., 75.43 feet) to a point of reverse curvature; thence Southeasterly, 54.61 feet along the arc of a reverse curve to the left having a radius of 125.00 feet and a central angle of 25°02'00" (chord bearing S.45°19'00"E., 54.18 feet) to a point of reverse curvature; thence Southeasterly, 64.20 feet along the arc of a reverse curve to the right having a radius of 79.00 feet and a central angle of 46°33'39" (chord bearing S.34°33'11"E., 62.45 feet) to a point of compound curvature; thence Southerly, 57.09 feet along the arc of a compound curve to the right having a radius of 286.00 feet and a central angle of 11°26'13" (chord bearing S.05°33'15"E., 56.99 feet) to a point of tangency; thence S.00°09'52"W., a distance of 11.46 feet; thence S.89°50'08"E., a distance of 50.00 feet; thence N.00°09'52"E., a distance of 11.46 feet to a point of curvature; thence Northerly, 57.09 feet along the arc of a tangent curve to the right having a radius of 286.00 feet and a central angle of 11°26'13" (chord bearing N.05°52'58"E., 56.99 feet) to a point of compound curvature; thence Northeasterly, 64.20 feet along the arc of a compound curve to the right having a radius of 79.00 feet and a central angle of 46°33'39" (chord bearing N.34°52'54"E., 62.45 feet) to a point of reverse curvature; thence Northeasterly, 33.53 feet along the arc of a reverse curve to the left having a radius of 125.00 feet and a central angle of 15°22'14" (chord bearing N.50°28'37"E., 33.43 feet) to a point of reverse curvature; thence Northeasterly, 63.27 feet along the arc of a reverse curve to the right having a radius of 79.00 feet and a central angle of 45°53'12" (chord bearing N.65°44'06"E., 61.59 feet) to a point of tangency; thence N.88°40'42"E., a distance of 405.71 feet to a point of curvature; thence Southeasterly, 39.92 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°29'10" (chord bearing S.45°34'43"E., 35.81 feet) to a point of curvature; thence S.00°09'52"W., a distance of 166.94 feet to a point of curvature; thence Southeasterly, 281.10 feet along the arc of a tangent curve to the left having a radius of 330.00 feet and a central angle of 48°48'20" (chord bearing S.24°14'18"E., 272.68 feet) to a point of reverse curvature; thence Southeasterly, 230.04 feet along the arc of a reverse curve to the right having a radius of 270.00 feet and a central angle of 48°38'57" (chord bearing S.24°13'59"E., 223.14 feet) to a point of tangency; thence S.00°10'29"W., a distance of 193.93 feet to the Northeast corner of Florida Department of Transportation Parcel 110 Part A, according to Official Records Book 2166, Page 708, of the Public Records of Sumter County, Florida; thence along the North boundary of said Parcel 110 Part A, N.88°40'04"W., a distance of 470.00 feet to the Northwest corner thereof; thence along the West boundary of said Parcel 110 Part A, and the Southerly extension thereof, S.01°19'56"W., a distance of 384.34 feet to **POINT OF BEGINNING**.

Containing 22.196 acres, more or less.

EXHIBIT “A-1”

Commercial Properties

[TO BE INCORPORATED PRIOR TO RECORDING]

EXHIBIT "B"

MF Ponds

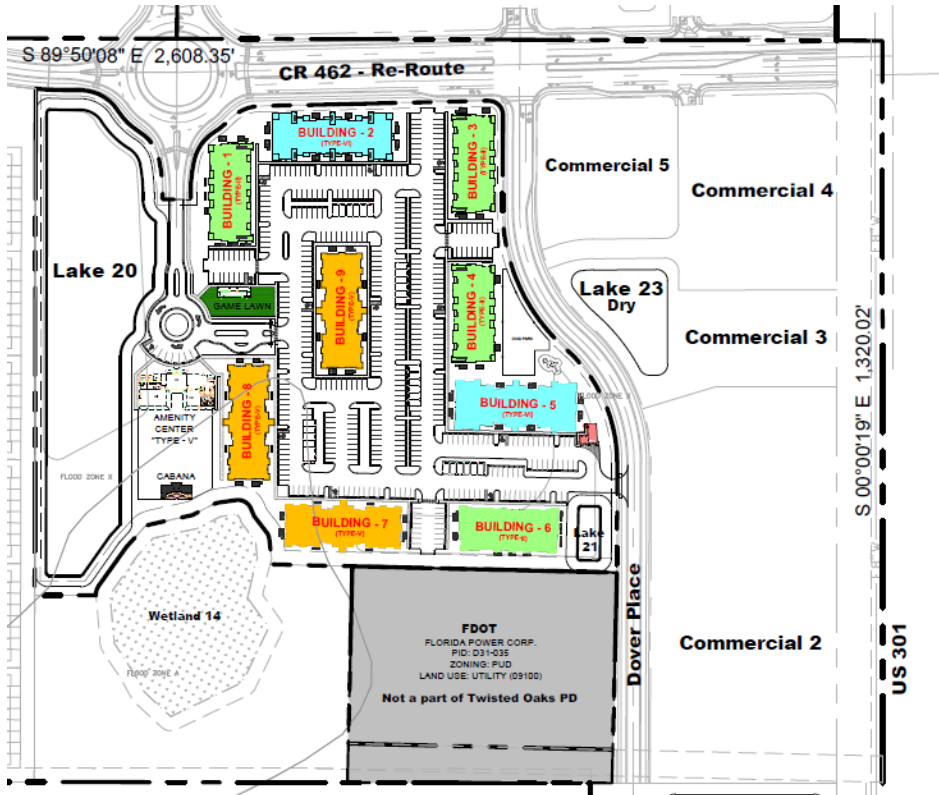


EXHIBIT "B-1"

Roadway Improvements

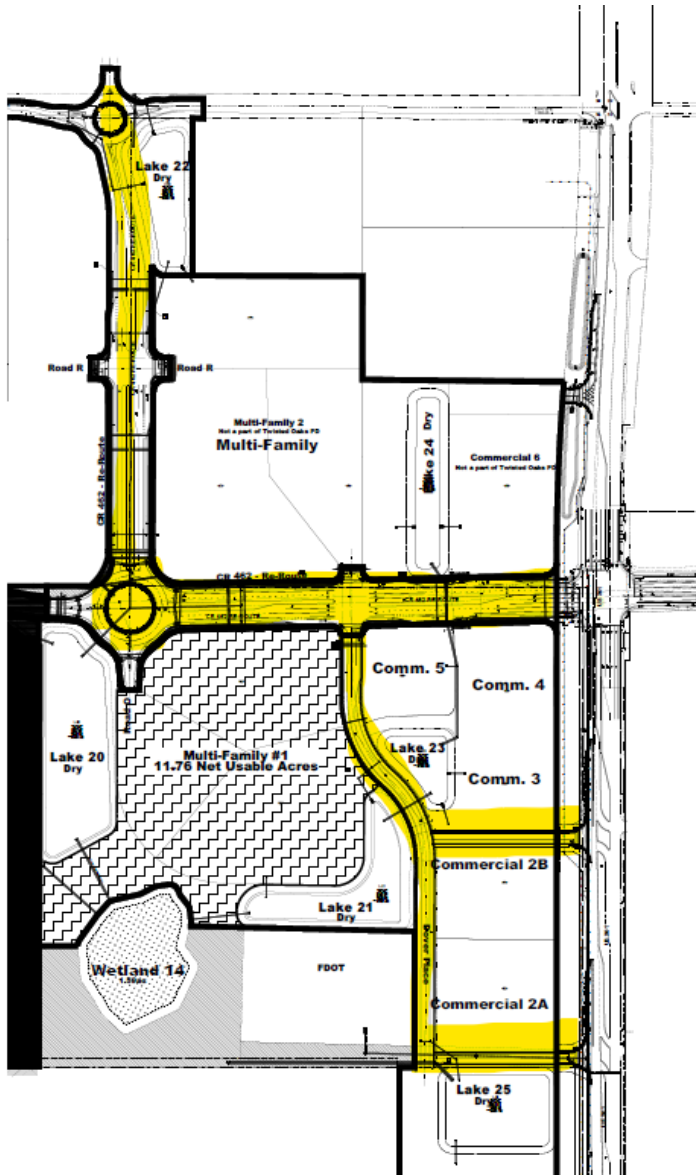
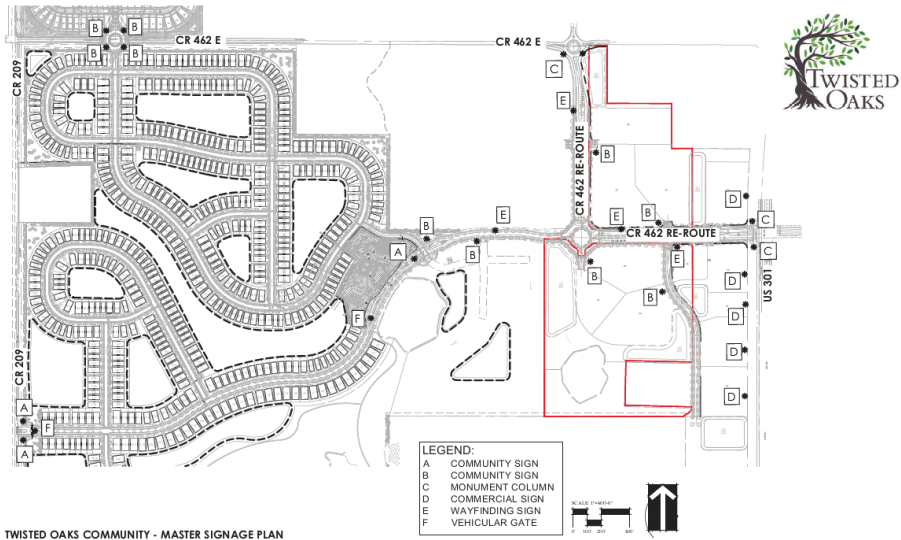


EXHIBIT "B-2"

Wayfinding Signage



Twisted Oak Signage

KOLTER

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AI

CHANGE ORDER NO. 1.3Date of Issuance: October 2, 2024

Effective Date: _____

Project: **Twisted Oaks Pointe**District: **Twisted Oaks Pointe Community
Development District**

District's Contract No.: _____

Contract: **Twisted Oaks Pointe Project – Townhomes Phases 1 & 2**Date of Contract: **August 8, 2023**
Assigned to District on September 6, 2023Contractor: **Hughes Brothers Construction Inc.**

Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order.

Description: **Grading**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,254,396.50¹

Increase/Decrease from prior Change Orders:

(\$322,105.19)

Contract Price prior to this Change Order:

\$932,291.31

Increase/Decrease of this Change Order:

\$47,672.40

Contract Price incorporating this Change Order:

\$979,963.71**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 10/2/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 10/2/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 10/2/24¹ Change Order 1 dated September 11, 2023 included the full contract price of \$2,259,884.75. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

Twisted Oaks Townhomes PH1 Infrastructure Change Order #3

PROJECT: Twisted Oaks Townhomes PH1 Infrastructure
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Survey Layout	1.00	LS	\$ 2,200.00	\$ 2,200.00
New	8" CBU11 DBL Kiosk	432.00	SF	\$ 19.97	\$ 8,627.04
New	4" Sidewalk	160.00	SF	\$ 14.38	\$ 2,300.80
New	Service Crew w/ Skid Steer	1.00	LS	\$ 7,169.56	\$ 7,169.56
New	Root Raking Rocks PH1 Lots	25.00	EA	\$ 1,095.00	\$ 27,375.00
	SUBTOTAL MISCELLANEOUS				\$ 47,672.40
	TOTAL CHANGE ORDER #3				\$ 47,672.40

Note: This CO includes grading for landscaping, mailbox kiosk, and root raking lots listed below.

Townhomes Lots:

Lot 1
 Lot 2
 Lot 3
 Lot 4
 Lot 5
 Lot 6
 Lot 7
 Lot 8
 Lot 137
 Lot 138
 Lot 139
 Lot 140
 Lot 141
 Lot 142
 Lot 143
 Lot 144
 Lot 145
 Lot 146
 Lot 147
 Lot 148
 Lot 149
 Lot 150
 Lot 151
 Lot 152
 Lot 153

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

HUGHES BROTHERS CONSTRUCTION, INC.
 948 Walker Road
 Wildwood, FL 34785

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AII

CHANGE ORDER NO. 1.4Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Townhomes Phases 1 & 2		Date of Contract: August 8, 2023 Assigned to District on September 6, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **DPO true up**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,254,396.50¹

Increase/Decrease from prior Change Orders:

(\$274,432.79)

Contract Price prior to this Change Order:

\$979,963.71

Increase/Decrease of this Change Order:

\$9,291.58

Contract Price incorporating this Change Order:

\$989,255.29**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

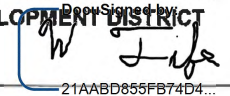
Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**By: Title: District EngineerDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: Title: PresidentDate: 11/20/24¹ Change Order 1 dated September 11, 2023 included the full contract price of \$2,259,884.75. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

Twisted Oaks Townhomes PH1 Infrastructure Change Order #4

PROJECT: Twisted Oaks Townhomes PH1 Infrastructure
DATE: 11/11/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Fortiline Waterworks Direct Purchase True Up	1.00	LS	\$ 9,291.58	\$ 9,291.58
	SUBTOTAL MISCELLANEOUS				\$ 9,291.58
	TOTAL CHANGE ORDER #4				\$ 9,291.58

Note: This CO includes adjusting the direct purchases to amounts actually invoiced true up.
 Townhomes Lots:

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AIII

CHANGE ORDER NO. 2.3Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Townhomes Phases 1 & 2		Date of Contract: August 8, 2023 Assigned to District on September 6, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Fortiline true up**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,005,488.25¹

Increase/Decrease from prior Change Orders:

(\$246,032.94)

Contract Price prior to this Change Order:

\$759,455.31

Increase/Decrease of this Change Order:

\$25,179.40

Contract Price incorporating this Change Order:

\$784,634.71**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____;

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: District GovernorDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 11/20/24¹ Change Order 2.1 included the full contract price of \$2,259,884.75. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

**Twisted Oaks Townhomes PH2 Infrastructure
Change Order #3**

PROJECT: Twisted Oaks Townhomes PH2 Infrastructure
DATE: 11/11/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Fortiline Waterworks Direct Purchase True Up	1.00	LS	\$ 25,179.40	\$ 25,179.40
	SUBTOTAL MISCELLANEOUS				\$ 25,179.40
	TOTAL CHANGE ORDER #3				\$ 25,179.40

Note: This CO includes adjusting the direct purchases to amounts actually invoiced true up.

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AIV

CHANGE ORDER NO. 4Date of Issuance: August 27, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Commercial Roadway		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order.

Description: **mowing in August**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$562,636.25

Increase/Decrease from prior Change Orders:

(\$81,484.78)

Contract Price prior to this Change Order:

\$481,151.47

Increase/Decrease of this Change Order:

\$9,182.55

Contract Price incorporating this Change Order:

\$490,334.02**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:**MORRIS ENGINEERING & CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 8/27/24**ACCEPTED:****TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Title: Vice-ChairDate: 8/27/2024John M. Curtis, Jr.
I am approving this document
2024-08-27 17:29:50 -04'00'**ACCEPTED:****HUGHES BROTHERS CONSTRUCTION INC.**

By: _____

Title: PresidentDate: 8/27/24

Twisted Oaks Commercial Roadway Change Order #4

PROJECT: Twisted Oaks Commercial Roadway
DATE: 8/20/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MOWING				
	COMMERCIAL				
New	Commercial Parcel Mowing - (1x Month)	30.00	AC	\$ 59.80	\$ 1,794.00
New	Commercial Parcel ROW Mowing - (4x Month)	21.00	AC	\$ 59.80	\$ 1,255.80
New	Commercial Pond 23/24/25 Mowing - (1x Month)	1.50	AC	\$ 130.00	\$ 195.00
	SUBTOTAL COMMERCIAL				\$ 3,244.80
	TOWNHOMES				
New	Townhomes Parcel Mowing PH1 & PH2 - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	Townhomes Parcel ROW Mowing PH1 & PH2 - (1x Month)	1.75	AC	\$ 59.80	\$ 104.65
New	Pond 18 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	Pond 19 Mowing - (1x Month)	1.50	AC	\$ 130.00	\$ 195.00
	SUBTOTAL MULTIFAMILY				\$ 1,266.85
	MULTIFAMILY				
New	MF #1 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #1 Pond 22 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	MF #2 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #2 Pond 20 Mowing - (2x Month)	2.00	AC	\$ 130.00	\$ 260.00
New	MF #2 Pond 21 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
	SUBTOTAL MULTIFAMILY				\$ 2,194.40
	AMENITY CENTER				
New	Amenity Center Parcel Mowing - (1x Month)	4.00	AC	\$ 59.80	\$ 239.20
	SUBTOTAL AMENITY CENTER				\$ 239.20
	ONSITE MG "A" SINGLE FAMILY				
New	Single Family Parcel Mowing PH4 - (1x Month)	18.25	AC	\$ 59.80	\$ 1,091.35
New	Single Family Parcel Mowing PH5 - (1x Month)	8.25	AC	\$ 59.80	\$ 493.35
New	Single Family Parcel Mowing PH6 - (1x Month)	7.00	AC	\$ 59.80	\$ 418.60
New	Pond 15 Mowing - (1x Month)	1.30	AC	\$ 130.00	\$ 169.00
New	Pond 16 Mowing - (1x Month)	0.50	AC	\$ 130.00	\$ 65.00
	SUBTOTAL ONSITE MG "A" SINGLE FAMILY				\$ 2,237.30
	TOTAL CHANGE ORDER #4				\$ 9,182.55

Note: This CO includes mowing the following areas during the month of August per request.
 * Includes mowing Twisted Oaks Commercial/Multifamily/Townhomes/Mass Grading
 * Includes the following mowing: Parcel (Pasture), Pond Slopes
 * Excludes mowing pond bottoms
 * Excludes fertilization or water maintenance
APPROVED BY:

 Owner's Representative

 Printed Name

 Date

HUGHES BROTHERS CONSTRUCTION, INC.
 948 Walker Road
 Wildwood, FL 34785

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AV

CHANGE ORDER NO. 5Date of Issuance: October 2, 2024

Effective Date: _____

Project: **Twisted Oaks Pointe**District: **Twisted Oaks Pointe Community
Development District**

District's Contract No.: _____

Contract: **Twisted Oaks Pointe Project – Commercial Roadway**Date of Contract: **August 28, 2023**
**Assigned to District on September 22,
2023**Contractor: **Hughes Brothers Construction Inc.**

Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **mowing in September**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$562,636.25

Increase/Decrease from prior Change Orders:

(\$72,302.23)

Contract Price prior to this Change Order:

\$490,334.02

Increase/Decrease of this Change Order:

\$4,887.35

Contract Price incorporating this Change Order:

\$495,221.37**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: **DISTRICT ENGINEER**Date: **10/2/24**ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: **Chair**Date: **10/2/2024**ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: **President**Date: **10/2/24**

Twisted Oaks Commercial Roadway Change Order #5

PROJECT: Twisted Oaks Commercial Roadway
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MOWING				
	COMMERCIAL				
New	Commercial Parcel Mowing - (1x Month)	30.00	AC	\$ 59.80	\$ 1,794.00
New	Commercial Parcel ROW Mowing - (1x Month)	5.25	AC	\$ 59.80	\$ 313.95
New	Commercial Pond 23/24 Mowing - (1x Month)	1.50	AC	\$ 130.00	\$ 195.00
	SUBTOTAL COMMERCIAL				\$ 2,302.95
	MULTIFAMILY				
New	MF #1 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #1 Pond 22 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	MF #2 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #2 Pond 20 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	MF #2 Pond 21 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
	SUBTOTAL MULTIFAMILY				\$ 2,064.40
	ONSITE MG "A" SINGLE FAMILY				
New	Single Family Parcel Mowing PH5&6 Berm - (1x Month)	4.00	AC	\$ 130.00	\$ 520.00
	SUBTOTAL ONSITE MG "A" SINGLE FAMILY				\$ 520.00
	TOTAL CHANGE ORDER #5				\$ 4,887.35

Note: This CO includes mowing the following areas during the month of September per request.

- * Includes mowing Twisted Oaks Commercial/Multifamily
- * Includes the following mowing: Parcel (Pasture), Pond Slopes
- * Excludes mowing pond bottoms
- * Excludes fertilization or water maintenance

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AVI

CHANGE ORDER NO. 6Date of Issuance: October 28, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Commercial Roadway		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: mowing in OctoberAttachments: See attached Exhibit A**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$562,636.25

Increase/Decrease from prior Change Orders:

(\$67,414.88)

Contract Price prior to this Change Order:

\$495,221.37

Increase/Decrease of this Change Order:

\$5,320.90

Contract Price incorporating this Change Order:

\$500,542.27**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENG. MANAGERDate: 10/29/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 10/29/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 10/28/24

Twisted Oaks Commercial Roadway Change Order #6

PROJECT: Twisted Oaks Commercial Roadway
DATE: 10/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MOWING				
	COMMERCIAL				
New	Commercial Parcel Mowing - (1x Month)	22.00	AC	\$ 59.80	\$ 1,315.60
New	Commercial Parcel ROW Mowing - (1x Month)	5.25	AC	\$ 59.80	\$ 313.95
New	Commercial Pond 23/24 Mowing - (1x Month)	1.50	AC	\$ 130.00	\$ 195.00
	SUBTOTAL COMMERCIAL				\$ 1,824.55
	MULTIFAMILY				
New	MF #1 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #1 Pond 22 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	MF #2 Parcel Mowing - (1x Month)	14.00	AC	\$ 59.80	\$ 837.20
New	MF #2 Pond 20 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
New	MF #2 Pond 21 Mowing - (1x Month)	1.00	AC	\$ 130.00	\$ 130.00
	SUBTOTAL MULTIFAMILY				\$ 2,064.40
	ONSITE MG "A" SINGLE FAMILY				
New	Single Family Parcel Mowing PH5 - (1x Month)	8.25	AC	\$ 59.80	\$ 493.35
New	Single Family Parcel Mowing PH6 - (1x Month)	7.00	AC	\$ 59.80	\$ 418.60
New	Single Family Parcel Mowing PH5&6 Berm - (1x Month)	4.00	AC	\$ 130.00	\$ 520.00
	SUBTOTAL ONSITE MG "A" SINGLE FAMILY				\$ 1,431.95
	TOTAL CHANGE ORDER #6				\$ 5,320.90

Note: This CO includes mowing the following areas during the month of October per request.

- * Includes mowing Twisted Oaks Commercial/Multifamily
- * Includes the following mowing: Parcel (Pasture), Pond Slopes
- * Excludes mowing pond bottoms
- * Excludes fertilization or water maintenance

APPROVED BY:

**Stephanie
R. Vaughn**

Digitally signed by Stephanie R. Vaughn
 DN: cn=Stephanie R. Vaughn, c=US,
 o=Keller Land Partners,
 email=S.v Vaughn@keller.com
 Reason: I am approving this document

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AVII

CHANGE ORDER NO. 7Date of Issuance: November 19, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Commercial Roadway		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **mowing in November**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$562,636.25

Increase/Decrease from prior Change Orders:

(\$62,093.98)

Contract Price prior to this Change Order:

\$500,542.27

Increase/Decrease of this Change Order:

\$598.00

Contract Price incorporating this Change Order:

\$501,140.27**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: District EngineerDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 11/20/24

Twisted Oaks Commercial Roadway Change Order #7

PROJECT: Twisted Oaks Commercial Roadway
DATE: 11/18/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MOWING				
	COMMERCIAL				
New	Cooks Property Parcel Mowing - (1x Month)	10.00	AC	\$ 59.80	\$ 598.00
	SUBTOTAL COMMERCIAL				\$ 598.00
	TOTAL CHANGE ORDER #7				\$ 598.00

Note: This CO includes mowing the following areas during the month of November per request.

- * Includes mowing Cooks property parcel
- * Excludes fertilization or water maintenance

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AVIII

CHANGE ORDER NO. 4Date of Issuance: October 2, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 2		Date of Contract: December 21, 2023 Assigned to District on January 19, 2024
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Storm crossing for mass grade**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,180,147.85

Increase/Decrease from prior Change Orders:

(\$406,590.69)

Contract Price prior to this Change Order:

\$1,773,557.16

Increase/Decrease of this Change Order:

\$35,486.34

Contract Price incorporating this Change Order:

\$1,809,043.50**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**By: Title: DISTRICT ENGINEERDate: 10/2/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: 

21AABD855FB74D4...

Title: chairDate: 10/2/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: Title: PresidentDate: 10/2/24

Highfield PH 2
Change Order #4

PROJECT: Highfield PH2 Infrastructure
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	STORM				
New	Survey Layout	1.00	LS	\$ 1,100.00	\$ 1,100.00
New	Additional MOT	1.00	LS	\$ 13,045.76	\$ 13,045.76
New	C Inlet Risers	2.00	EA	\$ 1,235.55	\$ 2,471.10
New	Dewatering Existing Swale	1.00	LS	\$ 3,497.23	\$ 3,497.23
New	336 Pipe Crew	10.00	HR	\$ 623.57	\$ 6,235.70
New	R+R Asphalt Patch	1.00	LS	\$ 9,136.55	\$ 9,136.55
	SUBTOTAL STORM				\$ 35,486.34
	TOTAL CHANGE ORDER #4				\$ 35,486.34

Note: This CO includes storm crossing for mass grade operations per Sumter Co approval.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AIX

CHANGE ORDER NO. 5Date of Issuance: October 28, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 2		Date of Contract: December 21, 2023 Assigned to District on January 19, 2024
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Storm crossing for mass grade**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,180,147.85

Increase/Decrease from prior Change Orders:

(\$371,104.35)

Contract Price prior to this Change Order:

\$1,809,043.50

Increase/Decrease of this Change Order:

\$8,052.30

Contract Price incorporating this Change Order:

\$1,817,095.80**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: District EngineerDate: 10/28/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 10/29/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 10/28/24

Highfield PH 2
Change Order #5

PROJECT: Highfield PH2 Infrastructure
DATE: 10/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	STORM				
New	Sod ROW Berm Storm Crossing	2334.00	SY	\$ 3.45	\$ 8,052.30
	SUBTOTAL STORM				\$ 8,052.30
	TOTAL CHANGE ORDER #5				\$ 8,052.30

Note: This CO includes storm crossing sod for mass grade operations per Sumter Co approval.

APPROVED BY: **Stephanie R. Vaughn**
Digitally signed by Stephanie R. Vaughn
DN: cn=Stephanie R. Vaughn, c=US,
o=Keller Land Partners,
email=Svaughn@keller.com
Reason: I am approving this document
Date: 2024.10.24 19:23:13 -04'00'

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AX

CHANGE ORDER NO. 6Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 2		Date of Contract: December 21, 2023 Assigned to District on January 19, 2024
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Fortiline and Del Zotto true up**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,180,147.85

Increase/Decrease from prior Change Orders:

(\$363,052.05)

Contract Price prior to this Change Order:

\$1,817,095.80

Increase/Decrease of this Change Order:

\$59,599.97

Contract Price incorporating this Change Order:

\$1,876,695.77**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: District EngineerDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 11/20/24

Highfield PH 2
Change Order #6

PROJECT: Highfield PH2 Infrastructure
DATE: 11/11/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Fortiline Waterworks Direct Purchase True Up	1.00	LS	\$ 47,617.25	\$ 47,617.25
New	Del Zotto Products Direct Purchase True Up	1.00	LS	\$ 11,982.72	\$ 11,982.72
	SUBTOTAL MISCELLANEOUS				\$ 59,599.97
	TOTAL CHANGE ORDER #6				\$ 59,599.97

Note: This CO includes adjusting the direct purchases to amounts actually invoiced true up.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXI

CHANGE ORDER NO. 5Date of Issuance: August 27, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Phase 2 Infrastructure		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **LS2 Blower**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,011,703.50

Increase/Decrease from prior Change Orders:

(\$409,032.53)

Contract Price prior to this Change Order:

\$1,602,670.97

Increase/Decrease of this Change Order:

\$37,218.50

Contract Price incorporating this Change Order:

\$1,639,889.47**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 8/27/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: John M. Curtis, Jr.Title: Vice-ChairDate: 8/27/2024John M. Curtis, Jr.
I am approving this
document.
2024.08.27 17:28:43 -04'00'ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 8/27/24

Twisted Oaks PH2 Infrastructure
Change Order #5

PROJECT: Twisted Oaks PH2 Infrastructure
DATE: 8/20/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
848 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SANITARY SEWER				
1260	LS2 Blower	1.00	EA	\$ 37,218.50	\$ 37,218.50
	SUBTOTAL SANITARY SEWER				\$ 37,218.50
	TOTAL CHANGE ORDER #5				\$ 37,218.50

Note: This CO includes LS2 Blower that was excluded from bid.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXII

CHANGE ORDER NO. 6Date of Issuance: October 2, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Phase 2 Infrastructure		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order.

Description: **re-grading for landscape and irrigation**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,011,703.50

Increase/Decrease from prior Change Orders:

(\$371,814.03)

Contract Price prior to this Change Order:

\$1,639,889.47

Increase/Decrease of this Change Order:

\$9,590.70

Contract Price incorporating this Change Order:

\$1,649,480.17**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

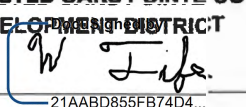
Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:**MORRIS ENGINEERING & CONSULTING LLC**By: Title: **DISTRICT ENGINEER**Date: **10/2/24****ACCEPTED:****TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**By: Title: **Chair**Date: **10/2/2024****ACCEPTED:****HUGHES BROTHERS CONSTRUCTION INC.**By: Title: **President**Date: **10/2/24**

**Twisted Oaks PH2 Infrastructure
Change Order #6**

PROJECT: Twisted Oaks PH2 Infrastructure
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	EARTHWORK				
New	D6 Dozer w/ Operator	35.00	HR	\$ 274.02	\$ 9,590.70
	SUBTOTAL EARTHWORK				\$ 9,590.70
	TOTAL CHANGE ORDER #6				\$ 9,590.70

Note: This CO includes re-grading for landscape and irrigation along eastern side of west RAB along CR 462.

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXIII

CHANGE ORDER NO. 7Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Phase 2 Infrastructure		Date of Contract: August 28, 2023 Assigned to District on September 22, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Fortiline DPO true up**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,011,703.50

Increase/Decrease from prior Change Orders:

(\$362,223.33)

Contract Price prior to this Change Order:

\$1,649,480.17

Increase/Decrease of this Change Order:

\$94,923.58

Contract Price incorporating this Change Order:

\$1,744,403.75**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 11/20/24

**Twisted Oaks PH2 Infrastructure
Change Order #7**

PROJECT: Twisted Oaks PH2 Infrastructure
DATE: 11/11/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Fortline Waterworks Direct Purchase True Up	1.00	LS	\$ 94,923.58	\$ 94,923.58
	SUBTOTAL MISCELLANEOUS				\$ 94,923.58
	TOTAL CHANGE ORDER #7				\$ 94,923.58

Note: This CO includes adjusting the direct purchases to amounts actually invoiced true up.

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXIV

CHANGE ORDER NO. 7Date of Issuance: October 2, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 1		Date of Contract: July 10, 2023 Assigned to District on August 24, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **landscaping & irrigation water meters**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$351,902.91)

Contract Price prior to this Change Order:

\$3,021,433.29

Increase/Decrease of this Change Order:

\$4,929.75

Contract Price incorporating this Change Order:

\$3,026,363.04**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT GRB 10604Date: 10/2/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: ChairDate: 10/2/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 10/2/24

Highfield PH1
Change Order #7

PROJECT: Highfield PH1 Infrastructure
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	LANDSCAPING & IRRIGATION WATER METERS				
New	COW Meter #704355 JULY Reading (1421 Gal)	1.00	LS	\$ 4,929.75	\$ 4,929.75
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS				\$ 4,929.75
	TOTAL CHANGE ORDER #7				\$ 4,929.75

Note: This CO includes landscaping & irrigation water meters.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXV

CHANGE ORDER NO. 8Date of Issuance: October 28, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 1		Date of Contract: July 10, 2023 Assigned to District on August 24, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **landscaping & irrigation water meters**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$346,973.16)

Contract Price prior to this Change Order:

\$3,026,363.04

Increase/Decrease of this Change Order:

\$18,918.04

Contract Price incorporating this Change Order:

\$3,045,281.08**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____;

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:**MORRIS ENGINEERING & CONSULTING LLC**

By: _____

Title: District EngineerDate: 10/29/24**ACCEPTED:****TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Title: chairDate: 10/29/2024**ACCEPTED:****HUGHES BROTHERS CONSTRUCTION INC.**

By: _____

Title: PresidentDate: 10/28/24

Highfield PH1 Change Order #8

PROJECT: Highfield PH1 Infrastructure
DATE: 10/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	LANDSCAPING & IRRIGATION WATER METERS				
New	COW Meter #704355 AUGUST Reading (2343 Gal)	1.00	LS	\$ 8,128.33	\$ 8,128.33
New	COW Meter #888141 JULY & AUGUST Reading (3265 Gal)	1.00	LS	\$ 10,789.71	\$ 10,789.71
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS				\$ 18,918.04
	TOTAL CHANGE ORDER #8				\$ 18,918.04

Note: This CO includes landscaping & irrigation water meters.

APPROVED BY: **Stephanie R Vaughn**
 Digitally signed by Stephanie R. Vaughn
 DN: cn=Stephanie R. Vaughn, c=US,
 o=Keller Land Partners,
 email=srvaughn@keller.com
 Reason: I am approving this document
 2024.10.24 10:24:30 -0400

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXVI

CHANGE ORDER NO. 9Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 1		Date of Contract: July 10, 2023 Assigned to District on August 24, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Fortiline DPO true up**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$328,055.12)

Contract Price prior to this Change Order:

\$3,045,281.08

Increase/Decrease of this Change Order:

\$14,496.06

Contract Price incorporating this Change Order:

\$3,059,777.14**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____;

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: chairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 11/20/24

Highfield PH1
Change Order #9

PROJECT: Highfield PH1 Infrastructure
DATE: 11/11/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Fortiline Waterworks Direct Purchase True Up	1.00	LS	\$ 14,496.06	\$ 14,496.06
	SUBTOTAL MISCELLANEOUS				\$ 14,496.06
	TOTAL CHANGE ORDER #9				\$ 14,496.06

Note: This CO includes adjusting the direct purchases to amounts actually invoiced true up.

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXVII

CHANGE ORDER NO. 10Date of Issuance: November 20, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Highfields Phase 1		Date of Contract: July 10, 2023 Assigned to District on August 24, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **landscaping and irrigation water meters**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$313,559.06)

Contract Price prior to this Change Order:

\$3,059,777.14

Increase/Decrease of this Change Order:

\$4,038.15

Contract Price incorporating this Change Order:

\$3,063,815.29**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**By: Title: District EngineerDate: 11/20/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: Title: ChairDate: 11/26/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: Title: PresidentDate: 11/20/24

Highfield PH1
Change Order #10

PROJECT: Highfield PH1 Infrastructure
DATE: 11/18/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	LANDSCAPING & IRRIGATION WATER METERS				
New	COW Meter #704355 SEPTEMBER Reading (1141 Gal)	1.00	LS	\$ 4,038.15	\$ 4,038.15
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS				\$ 4,038.15
	TOTAL CHANGE ORDER #10				\$ 4,038.15

Note: This CO includes landscaping & irrigation water meters.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXVIII

CHANGE ORDER NO. 14Date of Issuance: August 27, 2024

Effective Date: _____

Project: **Twisted Oaks Pointe**District: **Twisted Oaks Pointe Community
Development District**

District's Contract No.: _____

Contract: **Twisted Oaks Pointe Project – Phase 1 Infrastructure**Date of Contract: **April 27, 2023****Assigned to District on June 21, 2023**Contractor: **Hughes Brothers Construction Inc.**

Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: revised RAB striping, LS Blowers, berm gradingAttachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$9,602,520.95

Increase/Decrease from prior Change Orders:

\$1,170,730.18

Contract Price prior to this Change Order:

\$10,773,251.13

Increase/Decrease of this Change Order:

\$117,541.95

Contract Price incorporating this Change Order:

\$10,890,793.08**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**

By: _____

Title: DISTRICT ENGINEERDate: 8/27/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: Vice-ChairDate: 8/27/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**

By: _____

Title: PresidentDate: 8/27/24

**Twisted Oaks PH1 Infrastructure
Change Order #14**

PROJECT: Twisted Oaks PH1 Infrastructure
DATE: 8/20/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	ROADWAY				
1240	Onsite RAB Striping County Revision - Grinding & Re-Thermo	1.00	LS	\$ 11,177.60	\$ 11,177.60
	SUBTOTAL ROADWAY				\$ 11,177.60
	SANITARY SEWER				
1260	LS1 Blower	1.00	EA	\$ 37,218.50	\$ 37,218.50
1265	LS3 Blower	1.00	EA	\$ 37,218.50	\$ 37,218.50
	SUBTOTAL SANITARY SEWER				\$ 74,437.00
	MISCELLANEOUS				
New	Canopy Oaks Blvd & CR 209 Revised Berm Grading	1.00	LS	\$ 29,682.05	\$ 29,682.05
New	Canopy Oaks Blvd Temp Mailbox Kiosk	1.00	LS	\$ 2,245.30	\$ 2,245.30
	SUBTOTAL MISCELLANEOUS				\$ 31,927.35
	TOTAL CHANGE ORDER #14				\$ 117,541.95

Note: This CO includes revised RAB striping received 08.01.24, LS Blowers that were excluded from bid, berm grading per plan dated 2024-05-27 as well as temp mailbox kiosk.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXIX

CHANGE ORDER NO. 15Date of Issuance: October 2, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Phase 1 Infrastructure		Date of Contract: April 27, 2023 Assigned to District on June 21, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: rock pickup

Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$9,602,520.95

Increase/Decrease from prior Change Orders:

\$1,288,272.13

Contract Price prior to this Change Order:

\$10,890,793.08

Increase/Decrease of this Change Order:

\$5,296.00

Contract Price incorporating this Change Order:

\$10,896,089.08**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:


Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**By: Title: District EngineerDate: 10/2/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: 
21AABD855FB74D4...Title: ChairDate: 10/2/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: Title: PresidentDate: 10/2/24

Twisted Oaks PH1 Infrastructure Change Order #15

PROJECT: Twisted Oaks PH1 Infrastructure
DATE: 9/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	EARTHWORK				
New	Rock Pickup - Service Crew w/ Skid Steer & Loader	20.00	HR	\$ 264.80	\$ 5,296.00
	SUBTOTAL EARTHWORK				\$ 5,296.00
	TOTAL CHANGE ORDER #15				\$ 5,296.00

Note: This CO includes rock pickup month of September.

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AXX

CHANGE ORDER NO. 16Date of Issuance: October 28, 2024 Effective Date: _____

Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Community Development District	District's Contract No.:
Contract: Twisted Oaks Pointe Project – Phase 1 Infrastructure		Date of Contract: April 27, 2023 Assigned to District on June 21, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: root raking ricks, punchlist of concrete repairsAttachments: See attached Exhibit A**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$9,602,520.95

Increase/Decrease from prior Change Orders:

\$1,293,568.13

Contract Price prior to this Change Order:

\$10,896,089.08

Increase/Decrease of this Change Order:

\$43,911.05

Contract Price incorporating this Change Order:

\$10,940,000.13**CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
**MORRIS ENGINEERING &
CONSULTING LLC**By: [Signature]Title: DISTRICT ENGINEERDate: 10/28/24ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: [Signature]Title: ChairDate: 10/29/2024ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: [Signature]Title: PresidentDate: 10/28/24

PROJECT: Twisted Oaks PH1 Infrastructure
DATE: 10/24/2024
CONTRACTOR: Hughes Brothers Construction, Inc
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Twisted Oaks Pointe Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Root Raking Lots (List Below) - Service Crews	22.00	EA	\$ 1,095.00	\$ 24,090.00
New	Phase 1 Concrete Punchlist Repairs (Damaged by Others)	1 00	LS	\$ 13,571.05	\$ 13,571.05
New	Phase 1 Punchlist Signage (9 Buttons)	1 00	LS	\$ 2,400.00	\$ 2,400.00
New	Storm Str 11-01A Riser (Plan Discrepancy)	1.00	LS	\$ 2,500.00	\$ 2,500.00
New	Culver Pipe Extension Driveway (Pond 22)	1.00	LS	\$ 1,350.00	\$ 1,350.00
	SUBTOTAL MISCELLANEOUS				\$ 43,911.05
	TOTAL CHANGE ORDER #16				\$ 43,911.05

Note: This CO includes root raking rocks in Twisted Oaks PH1 Lots in **PURPLE** below. Excludes re-stabilization. Also includes punchlist repairs of concrete that was damaged by others; (handicap mats, handicap ramps, curb, sidewalk).



APPROVED BY:

Stephanie
R. Vaughn

Digitally signed by Stephanie R. Vaughn
DN: cn=Stephanie R. Vaughn, c=US,
email=S.R.Vaughn@hbcinc.com
Reason: I am approving this document
Date: 2024.10.24 19:18:15 -0400

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

SR LANDSCAPING LLC, a Delaware limited liability company, with a mailing address of 5100 West Kennedy Blvd, Suite 325, Tampa, Florida 33609 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains landscaping within the District (“**Landscape Areas**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for the Landscape Areas, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through the six (6) months following the date in which this Agreement becomes effective, unless terminated earlier pursuant to its terms.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer

guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

9. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

10. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

12. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor 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.

13. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its

subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

14. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

15. ATTORNEY'S FEES. In the event that either the District or 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice 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 on a non-business day, shall be deemed received on the next business day. If 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 Contractor may deliver Notice on behalf of the District and 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 herein.

19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW; 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. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

22. 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 the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; PHONE: 561-571-0010 EMAIL: TORRESE@WHHASSOCIATES.COM.

23. 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.

24. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and 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.

27. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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.

28. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2) ©, *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

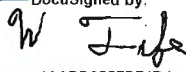
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

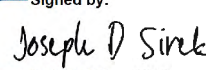
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

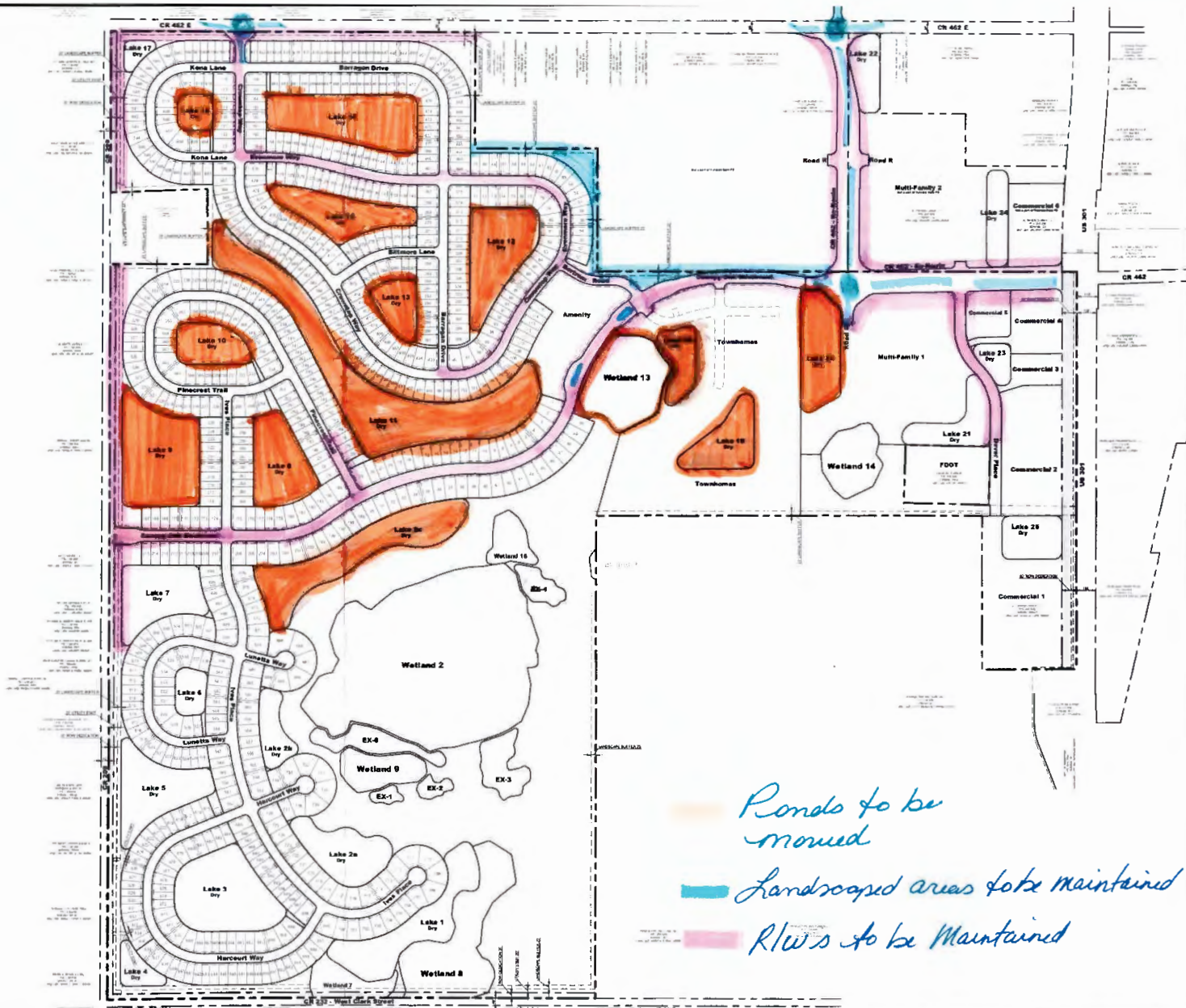
DocuSigned by:

21AABD855FB74D4...
By: William Fife
Its: Chair
Date: 8/23/2024

SR LANDSCAPING LLC

Signed by:

D8D5473BFA644A7...
By: Joseph D Sirek
Its:
Date: 8/28/2024

- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A: PROPOSAL




		 MORRIS ENGINEERING AND CONSULTING, LLC Civil Engineering and Land Development Consulting <small>3901 Professional Parkway East, Suite 200, Edgewater, Florida 33430 (407) 461-6666 fax (407) 461-6667 www.morrisengr.com</small>		DATE 04/01/2012 PROJECT TO: 100-1452 OR A-1000 OR A-100 CHECKED 4/1/12		PRELIMINARY PLAT TWISTED OAKS CITY OF WILDWOOD, FLORIDA		SCALE 1" = 50' SEC - 146 - 100 PREP 5		70	
NO.	DATE	REVISION DESCRIPTION		BY							

EXHIBIT B: CERTIFICATE OF INSURANCE

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024**

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2024**

	General Fund	Debt Service Fund Series 2023 AA1	Debt Service Fund Series 2023 AA2	Debt Service Fund Series 2024	Capital Projects Fund Series 2023 AA1	Capital Projects Fund Series 2023 AA2	Capital Projects Fund Series 2024	Total Governmental Funds
ASSETS								
Cash	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Investments								
Revenue	-	125,877	8,267	-	-	-	-	134,144
Reserve	-	413,650	368,482	684,823	-	-	-	1,466,955
Capitalized interest	-	160,732	150,439	586,196	-	-	-	897,367
Construction	-	-	-	-	19,802	10,083	6,967,167	6,997,052
Cost of issuance	-	11,236	12,159	10,539	-	-	-	33,934
Sinking	-	23	-	-	-	-	-	23
Due from CPF 2023	6,940	-	-	-	-	-	-	6,940
Due from DS 2023 AA1	-	-	1,271	-	-	-	-	1,271
Due from Landowner	13,952	-	-	-	-	-	-	13,952
Due from general fund	-	-	-	-	-	2,701	-	2,701
Total assets	<u>\$ 26,492</u>	<u>\$711,518</u>	<u>\$540,618</u>	<u>\$1,281,558</u>	<u>\$ 19,802</u>	<u>\$ 12,784</u>	<u>\$6,967,167</u>	<u>\$ 9,559,939</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 62,379	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,379
Contracts payable	-	-	-	-	331,663	55,842	965,916	1,353,421
Retainage payable	-	-	-	-	1,548	61,513	171	63,232
Due to DS 2023 AA2	-	1,271	-	-	-	-	-	1,271
Due to Landowner	-	-	763	-	-	-	-	763
Due to general fund	-	-	-	-	6,940	-	-	6,940
Due to capital projects fund	2,701	-	-	-	-	-	-	2,701
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>71,080</u>	<u>1,271</u>	<u>763</u>	<u>-</u>	<u>340,151</u>	<u>117,355</u>	<u>966,087</u>	<u>1,496,707</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	13,952	-	-	-	-	-	-	13,952
Total deferred inflows of resources	<u>13,952</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,952</u>
Fund balances:								
Restricted for:								
Debt service	-	710,247	539,855	1,281,558	-	-	-	2,531,660
Capital projects	-	-	-	-	(320,349)	(104,571)	6,001,080	5,576,160
Unassigned	(58,540)	-	-	-	-	-	-	(58,540)
Total fund balances	<u>(58,540)</u>	<u>710,247</u>	<u>539,855</u>	<u>1,281,558</u>	<u>(320,349)</u>	<u>(104,571)</u>	<u>6,001,080</u>	<u>8,049,280</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 26,492</u>	<u>\$711,518</u>	<u>\$540,618</u>	<u>\$1,281,558</u>	<u>\$ 19,802</u>	<u>\$ 12,784</u>	<u>\$6,967,167</u>	<u>\$ 9,559,939</u>
Total liabilities and fund balances	<u>\$ 26,492</u>	<u>\$711,518</u>	<u>\$540,618</u>	<u>\$1,281,558</u>	<u>\$ 19,802</u>	<u>\$ 12,784</u>	<u>\$6,967,167</u>	<u>\$ 9,559,939</u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 106,151	0%
Assessment levy: off-roll	-	-	155,050	0%
Landowner contribution	18,930	18,930	336,915	6%
Total revenues	<u>18,930</u>	<u>18,930</u>	<u>598,116</u>	3%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,000	0%
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	83	83	1,000	8%
Trustee***	-	-	5,500	0%
Telephone	17	17	200	9%
Postage	8	8	500	2%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	18,930	18,930	5,500	344%
Contingencies/bank charges	79	79	500	16%
Website				
Hosting & maintenance	705	705	705	100%
EMMA - Software Services	4,500	4,500	-	N/A
ADA compliance	210	210	210	100%
Tax Collector	-	-	2,211	0%
Total professional & administrative	<u>28,749</u>	<u>28,749</u>	<u>108,501</u>	26%
Field operations				
Management	500	500	12,960	4%
Stomwater management				
Maintenance contract dry ponds	-	-	25,000	0%
Wetland maintenance	-	-	10,000	0%
Repair/maintenance/pressure washing	-	-	5,000	0%
Electrict/utilities	6,820	6,820	25,000	27%
Landscap maintenance	-	-	100,000	0%
Landscape contingency	-	-	10,000	0%
Irrigation repairs	-	-	5,000	0%
Landscape maintenance	27,633	27,633	-	N/A
General maintenance	-	-	7,500	0%
Dog waste stations	-	-	4,000	0%
Total field operations	<u>34,953</u>	<u>34,953</u>	<u>204,460</u>	17%

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Amenity center - Highfield				
Internet & cable	-	-	2,500	0%
Electric	-	-	5,000	0%
Water/irrigation	-	-	5,000	0%
Potable water	-	-	10,000	0%
Alarm monitoring	-	-	900	0%
Monitoring	-	-	6,000	0%
Access cards	-	-	400	0%
Facility management	-	-	50,000	0%
Landscape maintenance	-	-	40,000	0%
Landscape contingency	-	-	3,000	0%
Pool service	-	-	10,800	0%
Janitorial services	-	-	6,000	0%
Janitorial supplies	-	-	5,000	0%
Fitness equipment lease	-	-	750	0%
Pest control	-	-	500	0%
Special events	-	-	5,000	0%
Fitness center repairs/supplies	-	-	600	0%
Insurance: property	-	-	35,000	0%
Amenity center - Twisted	-	-		
Internet & cable	-	-	1,000	0%
Electric	-	-	2,000	0%
Water/irrigation	-	-	2,000	0%
Potable water	-	-	4,000	0%
Alarm monitoring	-	-	400	0%
Monitoring	-	-	2,400	0%
Access cards	-	-	200	0%
Facility management	-	-	20,000	0%
Landscape maintenance	-	-	16,000	0%
Landscape contingency	-	-	1,600	0%
Pool service	-	-	5,000	0%
Janitorial services	-	-	2,400	0%
Janitorial supplies	-	-	2,000	0%
Fitness equipment lease	-	-	200	0%
Pest control	-	-	200	0%
Special events	-	-	3,000	0%
Fitness center repairs/supplies	-	-	200	0%
Insurance: property	-	-	35,000	0%
Total amenity center	-	-	284,050	-
Total expenditures	63,702	63,702	597,011	0
Excess/(deficiency) of revenues over/(under) expenditures	(44,772)	(44,772)	1,105	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Fund balances - beginning	<u>(13,768)</u>	<u>(13,768)</u>	<u>-</u>	
Fund balances - ending	<u><u>\$ (58,540)</u></u>	<u><u>\$ (58,540)</u></u>	<u><u>\$ 1,105</u></u>	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 AA1
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 310,086	0%
Assessment levy: off-roll	11,565	11,565	111,596	10%
Interest	2,780	2,780	-	N/A
Total revenues	<u>14,345</u>	<u>14,345</u>	<u>421,682</u>	3%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Interest	-	-	321,463	0%
Total debt service	<u>-</u>	<u>-</u>	<u>411,463</u>	0%
Other fees & charges				
Transfer out	-	-	(258)	0%
Tax collector	-	-	6,460	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>6,202</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>417,665</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	14,345	14,345	4,018	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(10,457)</u>	<u>(10,457)</u>	-	N/A
Total other financing sources	<u>(10,457)</u>	<u>(10,457)</u>	-	N/A
Net change in fund balances	3,888	3,888	4,018	
Fund balances - beginning	706,359	706,359	595,571	
Fund balances - ending	<u>\$ 710,247</u>	<u>\$ 710,247</u>	<u>\$ 599,589</u>	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 AA2
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	367,003	0%
Interest	1,598	1,598	-	N/A
Total revenues	1,598	1,598	367,003	0%
EXPENDITURES				
Debt service				
Principal	-	-	65,000	0%
Cost of issuance	-	-	300,944	0%
Total expenditures	-	-	365,944	0%
Excess/(deficiency) of revenues over/(under) expenditures	1,598	1,598	1,059	151%
OTHER FINANCING SOURCES/(USES)				
Transfer out	(9,306)	(9,306)	-	N/A
Total other financing sources	(9,306)	(9,306)	-	N/A
Net change in fund balances	(7,708)	(7,708)	1,059	
Fund balances - beginning	547,563	547,563	553,651	
Fund balances - ending	\$ 539,855	\$ 539,855	\$ 554,710	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date	% of Budget
REVENUES			
Interest	\$ 5,064	\$ 5,064	N/A
Total revenues	<u>5,064</u>	<u>5,064</u>	N/A
EXPENDITURES			
Debt service			
Total expenditures	<u>-</u>	<u>-</u>	N/A
			N/A
Excess/(deficiency) of revenues over/(under) expenditures	5,064	5,064	N/A
OTHER FINANCING SOURCES/(USES)			
Transfer out	(12,674)	(12,674)	N/A
Total other financing sources	<u>(12,674)</u>	<u>(12,674)</u>	N/A
Net change in fund balances	(7,610)	(7,610)	
Fund balances - beginning	1,289,168	1,289,168	
Fund balances - ending	<u><u>\$ 1,281,558</u></u>	<u><u>\$ 1,281,558</u></u>	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 AA1
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 397	\$ 397
Total revenues	<u>397</u>	<u>397</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	397	397
OTHER FINANCING SOURCES/(USES)		
Transfer in	10,457	10,457
Total other financing sources/(uses)	<u>10,457</u>	<u>10,457</u>
Net change in fund balances	10,854	10,854
Fund balances - beginning	(331,203)	(331,203)
Fund balances - ending	<u>\$ (320,349)</u>	<u>\$ (320,349)</u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 AA2
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 3
Total revenues	<u>3</u>	<u>3</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	3	3
OTHER FINANCING SOURCES/(USES)		
Transfer in	9,306	9,306
Total other financing sources/(uses)	<u>9,306</u>	<u>9,306</u>
Fund balances - beginning	(113,880)	(113,880)
Fund balances - ending	<u>\$ (104,571)</u>	<u>\$ (104,571)</u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 31,088	\$ 31,088
Total revenues	<u>31,088</u>	<u>31,088</u>
EXPENDITURES		
Construction Costs	479,167	479,167
Total expenditures	<u>479,167</u>	<u>479,167</u>
Excess/(deficiency) of revenues over/(under) expenditures	(448,079)	(448,079)
OTHER FINANCING SOURCES/(USES)		
Transfer in	12,674	12,674
Total other financing sources/(uses)	<u>12,674</u>	<u>12,674</u>
Fund balances - beginning	6,436,485	6,436,485
Fund balances - ending	<u>\$ 6,001,080</u>	<u>\$ 6,001,080</u>

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held Public Hearings and a Regular Meeting on July 8, 2024 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

Present were:

Bill Fife	Chair
John Curtis	Vice Chair
Greg Beliveau	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:07 a.m. Supervisors Fife, Curtis and Beliveau were present. Supervisors Simpson and Williams were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. He noted that assessments are increasing.

Discussion ensued regarding anticipated improvements that will be completed and expenses.

MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

MOTION by Mr. Curtis and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.

Mr. Torres presented Resolution 2024-09.

MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

- A. Proof/Affidavit of Publication
- B. Mailed Notice(s) to Property Owners
- C. Consideration of Resolution 2024-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and

Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

MOTION by Mr. Beliveau and seconded by Mr. Curtis, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

MOTION by Mr. Beliveau and seconded by Mr. Curtis, with all in favor, the Public Hearing was closed.

Mr. Torres presented Resolution 2024-10.

MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, Resolution 2024-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted

FIFTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. Fife and seconded by Mr. Beliveau, with all in favor, Resolution 2024-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

SEVENTH ORDER OF BUSINESS**Ratification Item(s)**

Mr. Torres presented the following:

A. Hughes Brothers Construction Inc. Change Order(s)

I. No. 8: Twisted Oaks Pointe Project - Highfields Mass Grading

II. No. 11: Twisted Oaks Pointe Project - Phase 1 Infrastructure

MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, Hughes Brothers Construction Inc., Change Orders No. 8 and No. 11, were ratified.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of May 31, 2024**

On MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, the Unaudited Financial Statements as of May 31, 2024, were accepted.

NINTH ORDER OF BUSINESS**Approval of May 13, 2024 Regular Meeting Minutes**

On MOTION by Mr. Beliveau and seconded by Mr. Curtis, with all in favor, the May 13, 2024 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer: Morris Engineering and Consulting, LLC

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

148 • **NEXT MEETING DATE: August 12, 2024 at 10:00 AM**

149 ○ **QUORUM CHECK**

150

151 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

152

153 It was noted that the Series 2024 AA3 Debt Service Fund Budget and Amortization
154 Schedule were omitted from the Fiscal Year 2025 budget. Mr. Earlywine noted that the Series
155 2024 AA3 bond has a longer Capitalized Interest Period and the first principal payments are not
156 due until 2026, which is why it probably was not included in the Fiscal Year 2025 budget.

157 Mr. Torres stated that as soon as funds are being drawn from the bond funds, it will be
158 reflected on the Unaudited Financial Statements but not added to the Fiscal Year 2025 budget.

159

160 **TWELFTH ORDER OF BUSINESS**

Public Comments

161

162 No members of the public spoke.

163

164 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

165

166 **On MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor, the**
167 **meeting adjourned at 10:40 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

172
173
174
175
176
177

Secretary/Assistant Secretary

Chair/Vice Chair

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

TWISITED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>The Villages Public Library at Pinellas Plaza 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024* CANCELED	Regular Meeting	10:00 AM
November 5, 2024 CANCELED	Landowners' Meeting	10:00 AM
November 12, 2024** CANCELED	Regular Meeting	10:00 AM
December 9, 2024	Regular Meeting	10:00 AM
January 13, 2025	Landowners' Meeting	10:00 AM
January 13, 2025	Regular Meeting	10:00 AM
February 10, 2025	Regular Meeting	10:00 AM
March 10, 2025	Regular Meeting	10:00 AM
April 14, 2025	Regular Meeting	10:00 AM
May 12, 2025	Regular Meeting	10:00 AM
June 9, 2025	Regular Meeting	10:00 AM
July 14, 2025	Regular Meeting	10:00 AM
August 11, 2025	Regular Meeting	10:00 AM
September 8, 2025	Regular Meeting	10:00 AM

Exceptions

*October meeting date is two (2) days later to accommodate Columbus Day holiday

**November meeting date is one (1) day later to accommodate Veterans Day holiday