

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**February 10, 2025**

**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

February 3, 2025

### 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 February 10, 2025, immediately following the adjournment of the Landowners' meeting scheduled to commence 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. Administration of Oath of Office to Newly Elected Supervisors [Seats 3, 4 and 5] *(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
4. Consideration of Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing an Effective Date
5. Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date
6. Consideration of Hughes Brothers Construction, Inc., Changed Orders
  - A. Change Order #12 Highfield PH1
  - B. Change Order #18 PH1 Infrastructure

- C. Change Order #5 Townhomes PH1 Infrastructure
- D. Change Order #8 PH2 Infrastructure
- 7. Consideration of City of Wildwood Interlocal Agreement Regarding Maintenance of Storm Inlets
- 8. Ratification Items
  - A. Pulte Home Company, LLC Letter Agreement for Access for Installation of Landscaping
  - B. Yellowstone Landscape Southeast, LLC Landscape & Irrigation Services Agreement
- 9. Acceptance of Unaudited Financial Statements as of December 31, 2024
- 10. Approval of Minutes
  - A. November 22, 2024 Special Public Meeting
  - B. December 9, 2024 Regular Meeting
- 11. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Morris Engineering and Consulting, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 10, 2025 at 10:00 AM

○ QUORUM CHECK

SEAT 1	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	STEPHANIE VAUGHN	<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		<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

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. 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**

**4**

## RESOLUTION 2025-03

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Twisted Oaks Pointe Community Development District ("**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**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners' meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
	Seat 3	___ Votes
	Seat 4	___ Votes
	Seat 5	___ Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
	Seat 3	___ -Year Term
	Seat 4	___ -Year Term
	Seat 5	___ -Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of February, 2025.

Attest:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-04**

**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 February 10, 2025:

\_\_\_\_\_ 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 February 10, 2025:

\_\_\_\_\_

\_\_\_\_\_

**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 10<sup>TH</sup> DAY OF FEBRUARY, 2025.**

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**



Highfield PH1  
Change Order #12

**PROJECT:** Highfield PH1 Infrastructure  
**DATE:** 1/23/2025  
**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
	<b>LANDSCAPING &amp; IRRIGATION WATER METERS</b>				
New	COW Meter #704355 NOVEMBER Reading (1035 Gal)	1.00	LS	\$ 3,886.76	\$ 3,886.76
New	COW Meter #888141 NOVEMBER Reading (3796 Gal)	1.00	LS	\$ 13,581.04	\$ 13,581.04
	<b>SUBTOTAL LANDSCAPING &amp; IRRIGATION WATER METERS</b>				<b>\$ 17,467.80</b>
	<b>TOTAL CHANGE ORDER #12</b>				<b>\$ 17,467.80</b>

**Note:** This CO includes landscaping & irrigation water meters.

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B**

Twisted Oaks PH1 Infrastructure  
Change Order #18

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 1/23/2025  
**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
	<b>MISCELLANEOUS</b>				
New	Root Raking Lots (List Below) - Service Crews	2.00	EA	\$ 1,095.00	\$ 2,190.00
New	Mobilization Carport Deduct	-1.00	LS	\$ 1,200.00	\$ (1,200.00)
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 990.00</b>
	<b>TOTAL CHANGE ORDER #18</b>				<b>\$ 990.00</b>

**Note:** This CO includes root raking rocks in Twisted Oaks PH1 Lots in **PURPLE** below. Excludes re-stabilization.



**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6C**

**Twisted Oaks Townhomes PH1 Infrastructure  
Change Order #5**

**PROJECT:** Twisted Oaks Townhomes PH1 Infrastructure  
**DATE:** 1/23/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830

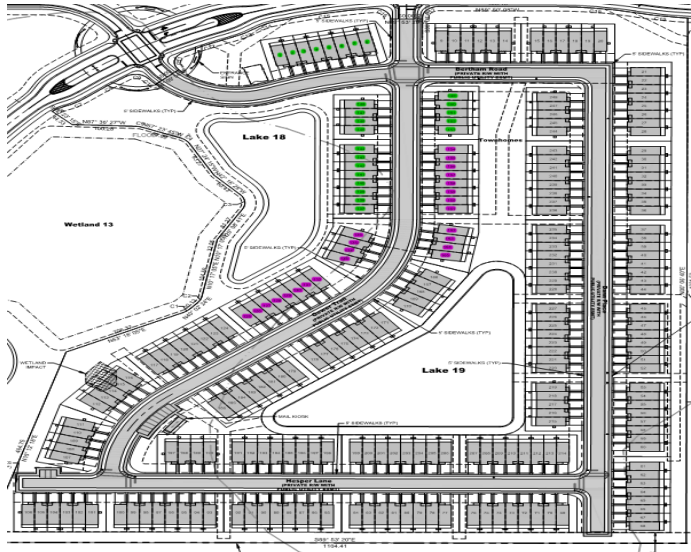


**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Root Raking Rocks TH PH1 Lots	24.00	EA	\$ 1,095.00	\$ 26,280.00
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 26,280.00</b>
	<b>TOTAL CHANGE ORDER #5</b>				<b>\$ 26,280.00</b>

**Note:** This CO includes root raking rocks in Twisted Oaks TH PH1 Lots in **PURPLE** below. Excludes re-stabilization.



**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6D**

# Twisted Oaks PH2 Infrastructure Change Order #8

**PROJECT:** Twisted Oaks PH2 Infrastructure  
**DATE:** 1/23/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830

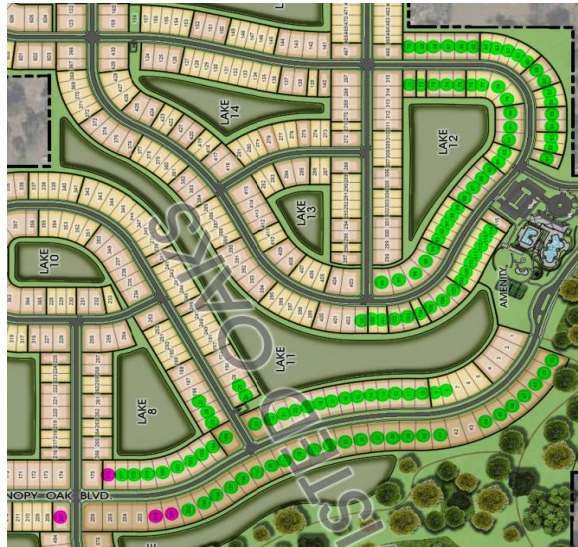


**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Root Raking Lots (Listed Below) - Service Crews	4.00	EA	\$ 1,095.00	\$ 4,380.00
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 4,380.00</b>
	<b>TOTAL CHANGE ORDER #8</b>				<b>\$ 4,380.00</b>

**Note:** This CO includes root raking rocks in Twisted Oaks PH2 Lots in **PURPLE** below. Excludes re-stabilization.



**APPROVED BY:**

Owner's Representative

Printed Name

Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



This instrument was prepared by:

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

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**INTERLOCAL AGREEMENT  
FOR OPERATION AND MAINTENANCE**

This *Interlocal Agreement for Operation and Maintenance* ("**Agreement**") is entered into by and between THE CITY OF WILDWOOD, FLORIDA, a municipal corporation ("**City**") and TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**").

**WITNESSETH:**

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the City of Wildwood has approved that certain plat entitled *Twisted Oaks*, as recorded at Plat Book 21, Pages 18-18T ("**Twisted Oaks Plat**"), *Twisted Oaks – Phase 2*, as recorded at Plat Book 22, Pages 31-31G ("**Phase 2 Plat**"), *Twisted Oaks Townhomes Phase 1*, as recorded at Plat Book 21, Pages 36-36D ("**Townhomes Phase 1 Plat**"), *Twisted Oaks Townhomes Phase 2*, as recorded at Plat Book \_\_, Pages \_\_ ("**Townhomes Phase 2 Plat**"), *Highfield at Twisted Oaks*, as recorded at Plat Book 21, Pages 35-35G ("**Highfield Plat**"), *Highfield at Twisted Oaks- Phase 2*, as recorded at Plat Book 22, Pages 32-32D ("**Highfield Phase 2 Plat**," together with Twisted Oaks Plat, Phase 2 Plat, Townhomes Phase 1 Plat, Townhomes Phase 2 Plat, and Highfield Plat "**Plat**"); and

**WHEREAS**, the Plat dedicates certain tracts and easement rights to the District, and in order for the District to operate and maintain certain roadway tracts (including roadway improvements as well as related hardscape/landscape/irrigation/lighting improvements), common areas, drainage tracts, wetlands, stormwater management system (including the stormwater inlets within the roadways), and other improvements (as listed on the Plat together, and as such Plat may be amended from time to time, "**CDD Areas**"); and

**WHEREAS**, the City and District desire to enter into this Agreement in order for the District to assume its perpetual obligations to provide maintenance services to the CDD Areas;

**NOW, THEREFORE**, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. **Operation and Maintenance Responsibilities.** At the District's sole cost and expense, the District shall have the perpetual right and obligation to construct, install, acquire, operate, maintain, repair and replace all roadway, hardscape, landscape, irrigation, lighting, stormwater, and wetland

improvements within the CDD Areas. This Agreement is intended to expressly authorize and require the District to construct, install, acquire, operate, maintain, repair and replacement improvements within the CDD Areas, including among others those outside the District's boundaries and the stormwater inlets, pursuant to Section 190.012(1)(g) and (1)(h), *Florida Statutes*. The City shall have no obligations whatsoever with respect to the CDD Areas or the stormwater inlets.

2. **Execution in Counterparts.** This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

3. **Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the City or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the District in its, his or her individual capacity, and neither the members of the governing body of the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the District of this Agreement or any related act.

4. **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:	City of Wildwood 100 N. Main Street Wildwood, Florida 34785 Attn: CDD Coordinator
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If to the District:	Twisted Oaks Pointe Community Development District 2300 Glades Road, 410W Boca Raton, Florida 32746 Attn: District Manager
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With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Jere Earlywine
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5. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or

law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Sumter County, Florida.

6. **Assignment and Binding Effect.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

7. **Amendments.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

8. **Filing.** After approval of this Agreement by the respective governing bodies of the City and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

9. **Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

10. **Effective Date.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court. This Agreement shall also be recorded in the public records of the City to become a part of the title history of properties in the District.

**[SIGNATURES ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**CITY COMMISSION  
THE CITY OF WILDWOOD, FLORIDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and on behalf of the City of Wildwood, Florida. He ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as Chairperson of the Twisted Oaks Pointe Community Development District, on its behalf. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS A**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

c/o Ernesto Torres, District Manager, Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone: 561-571-0010

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January 10, 2025

Pulte Home Company, LLC  
Attn: Ray Aponte  
2662 Falkenburg Road  
Riverview, Florida 33578

Re: Access for Installation of Landscaping

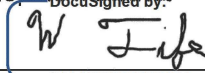
Dear Mr. Aponte,

I am writing on behalf of the Twisted Oaks Pointe Community Development District ("**District**"), and in connection with the Pulte Home Company, LLC ("**Developer**") access of the District's berm tract to install landscaping improvements. Specifically, the District grants the Developer temporary license to install landscaping improvements as depicted in the map attached as Exhibit A. The Developer is responsible for all costs associated with the installation of the landscaping. Additionally, this license shall terminate upon the completion of the installation.

If the Developer is in agreement with the terms of this letter agreement, please sign below on behalf of the Developer and return an original signed copy to our office. Thank you for your attention to this matter.

Sincerely,

Twisted Oaks Pointe Community  
Development District

By:   
Its: Authorized Representative

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby agrees to the terms of this letter agreement.

Pulte Home Company, LLC

DocuSigned by:  
*Ray Aponte*  
B2F9E36EE08F4C9...

By: \_\_\_\_\_  
Print: Ray Aponte  
Its: Director of Land Development





# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS B**

## LANDSCAPE & IRRIGATION SERVICES AGREEMENT

**THIS AGREEMENT** ("**Agreement**") is made and entered into to be effective as of the full execution of this Agreement:

**Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Sumter County, Florida, and having offices at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Yellowstone Landscape Southeast, LLC**, a Florida limited liability company, whose address is 3235 North State Street, P.O. Box 849, Bunnell, Florida 32110 ("**Contractor**," and collectively with the District, "**Parties**").

### RECITALS

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** ("**Work**"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. 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. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Ernesto Torres, District Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in

writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin February 1, 2025 and end September 30, 2025 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor One Hundred Sixty-Two Thousand Four Hundred Eighty Dollars (\$162,480.00) per year, in monthly amounts of Thirteen Thousand Five Hundred Forty Dollars (\$13,540.00). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). 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. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). 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.

- d. *Payments by District.* 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.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

## 8. **INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
  - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
  - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the

Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL 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, 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.

**11. 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.

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. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of



the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, 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 in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

23. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

24. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

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

26. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

27. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

28. **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 the District and the Contractor.

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

30. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Yellowstone Landscape Southeast, LLC  
3235 North State Street, P.O. Box 849  
Bunnell, Florida 32110  
Attn: Kyle Nursey

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 the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

32. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Sumter County, Florida.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT TORRESE@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

34. **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.

35. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

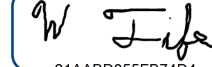
[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT**

**DISTRICT**

Signed by:



Ernesto Torres

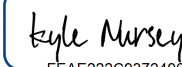
By: \_\_\_\_\_

Its: Vice Chairman

Date: 12/11/2024

**YELLOWSTONE LANDSCAPE SOUTHEAST, LLC**

Signed by:



Kyle Nursey

By: \_\_\_\_\_

Its: Business Development Manager

Date: 12/12/2024

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map

## EXHIBIT A

### SCOPE OF SERVICES

#### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

***Pond Mowing*** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height

shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be

present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

**Palms** - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

**AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints,



bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

**7) REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

## PART 2

### FERTILIZATION

Any fertilizer ordinance in place for Sumter County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

**NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF SUMTER COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.**

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

**All Bahia Sod:**

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

**All Zoysia Sod:**

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

**All Bermuda Sod:**

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## **PART 3**

### **PEST CONTROL**

**Insects and Disease in Turf** - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm

Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

## **PART 4**

### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of

run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Sumter County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## **PART 5**

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

#### **December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

#### **April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

#### **July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

#### **November and December**

Red and white petunias

\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]



**EXHIBIT B**

**PROPOSAL PRICING (PART IV OF PROPOSAL FORM)**

**PROPOSAL FORM  
PART IV PRICING**

**NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** \$ 140,840.00 Yr

- Storm Cleanup \$ 65 /hr
- Freeze Protection (description of ability) Installation of landscape fabric over cold sensitive plant material.

\$ 2,200 /application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

- Hand Watering
- \$ 75 /hr for employee with hand-held hose
- \$ 275 /hr for water truck/tanker

**These prices are informational only and NOT to be included in General Landscape Maintenance Cost**

**PART 2**

**Fertilization (All labor and materials)** \$ 14,000.00 Yr  
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	21-0-6	1lb/N/1000	505.2 lbs	\$646.00
April	40-0-0	.5lb/N/1000	132.6 lbs	\$169.00
May	40-0-0	1lb/ N/ 1000	265.3 lbs	\$340.00
July	40-0-0	1lb/ N/ 1000	265.3 lbs	\$340.00
Sept.	40-0-0	1lb/ N/ 1000	265.3 lbs	\$340.00
Nov.	21-0-6	.5lb/ N/ 1000 30	252.6 lbs	\$323.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	0-0-29	.5lb/N/1000	845.8 lbs	\$1,082.00
April	40-0-0	.5lb/N/1000	845.8 lbs	\$1,082.00
June	40-0-0	1lb/N/1000	1,690.9 lbs	\$2,164.00
Oct.	0-0-29	.5lb/N/1000	845.8 lbs	\$1,082.00

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	6-0-0	4lb/ N/ 1000	1,665.7 lbs	\$2,144.00
June	6-0-0	4lb/ N/ 1000	1,665.7 lbs	\$2,144.00
Oct.	6-0-0	4lb/ N/ 1000	1,665.7 lbs	\$2,144.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape- s, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 1,400.00 Yr  
(If entire pesticide allowance is required) \*

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.



**PART 5**

**Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:**

325 CY Grade “A” Medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 68 /CY (October Application)

And

325 CY Grade “A” Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 68 /CY (April Application)

**Installation of Grade “A” Medium Pine Bark Mulch** \$ 44,200.00 /Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

**Each top-dressing shall leave all beds with a depth of 3” after compaction**

**The District reserves the right to subcontract any mulching event to an outside vendor**

**PART 6**

**Annual Installation** (All labor and materials)

Contractor shall install 3,200 (4”) annuals four (4) times per year **per specs** at the direction of the District at \$ 2.00 /annual.

\$ 6,400.00 /rotation

\$ 25,600 /Yr (based on four (4) rotations) **(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ 162,480.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>162,480.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>162,480.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>162,480.00</u> /Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

**IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

### LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>65</u> Hour
B.	Bush-Hog w/operator	\$ <u>90</u> Hour
C.	Tractor w/operator	\$ <u>90</u> Hour
D.	Supervisor with Transportation	\$ <u>75</u> Hour
E.	Laborer with hand equipment	\$ <u>65</u> Hour
F.	Truck w/driver	\$ <u>65</u> Hour
G.	Irrigation Tech	\$ <u>90</u> Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$ <u>75</u> Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$ <u>75</u> Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$ <u>75</u> Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$ <u>75</u> Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$ <u>65</u> Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$ <u>65</u> Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>65</u> Hour
O.	Lump Sum Mowing <sup>(1)</sup> , entire community	\$ <u>3,500</u> Per Mow

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<sup>1</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.



EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- A.

Debris removal personnel unit costs:

\$ 65

per Hour

per Hour

per Hour
- B.

Debris removal equipment unit costs:

\$ 100

per Hour

per Hour

per Hour
- C.

Other emergency/disaster related unit costs:

\$ 65

per Hour

per Hour

per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



**EXHIBIT C**

**OTHER FORMS**

**DAILY WORK JOURNAL**

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_  
*(Please notify District Rep. if any)*

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**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR’S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_  
**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IRRIGATION TECHNICIAN’S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

## **MAINTENANCE MAP**

*(Includes Phases: [List Phases])*

### **OVERVIEW:**

### **FRONT (MAIN ENTRANCE)**

### **BACK**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

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

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 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
<b>ASSETS</b>								
Cash	\$ 57,729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,729
Investments								
Revenue	-	397,711	86,030	-	-	-	-	483,741
Reserve	-	416,739	371,237	689,941	-	-	-	1,477,917
Prepayment	-	-	-	292,889	-	-	-	292,889
Capitalized interest	-	80	42	-	-	-	-	122
Construction	-	-	-	-	68,256	2,366	5,846,616	5,917,238
Cost of issuance	-	11,320	12,250	10,618	-	-	-	34,188
Sinking	-	24	-	-	-	-	-	24
Due from CPF 2023	44,659	-	-	-	3,248	-	-	47,907
Due from DS 2023 AA1		-	1,271	-	-	-	-	1,271
Due from Landowner	114,165	-	-	-	-	-	-	114,165
Due from KL Twisted Oaks	92,185	-	-	-	-	-	-	92,185
Due from KL Highfield	48,604	-	318,274	-	-	-	-	366,878
Due from general fund	-	-	-	-	-	2,701	-	2,701
Due from other governments	-	-	-	-	1,680	-	-	1,680
Total assets	<u>\$ 357,342</u>	<u>\$825,874</u>	<u>\$789,104</u>	<u>\$ 993,448</u>	<u>\$ 73,184</u>	<u>\$ 5,067</u>	<u>\$5,846,616</u>	<u>\$ 8,890,635</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities:								
Accounts payable	\$ 69,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,603
Contracts payable	-	-	-	-	23,331	-	-	23,331
Retainage payable	-	-	-	-	2,620	61,512	-	64,132
Due to DS 2023 AA2	-	1,271	-	-	-	-	-	1,271
Due to general fund	-	-	-	-	44,659	-	-	44,659
Due to capital projects fund	2,701	-	-	-	-	-	3,248	5,949
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>78,304</u>	<u>1,271</u>	<u>-</u>	<u>-</u>	<u>70,610</u>	<u>61,512</u>	<u>3,248</u>	<u>214,945</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred receipts	254,954	-	318,274	-	23,200	-	-	596,428
Unearned Revenue	6,513	-	20,458	-	-	-	-	26,971
Total deferred inflows of resources	<u>261,467</u>	<u>-</u>	<u>338,732</u>	<u>-</u>	<u>23,200</u>	<u>-</u>	<u>-</u>	<u>623,399</u>
Fund balances:								
Restricted for:								
Debt service	-	824,603	450,372	993,448	-	-	-	2,268,423
Capital projects	-	-	-	-	(20,626)	(56,445)	5,843,368	5,766,297
Unassigned	17,571	-	-	-	-	-	-	17,571
Total fund balances	<u>17,571</u>	<u>824,603</u>	<u>450,372</u>	<u>993,448</u>	<u>(20,626)</u>	<u>(56,445)</u>	<u>5,843,368</u>	<u>8,052,291</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 357,342</u>	<u>\$825,874</u>	<u>\$789,104</u>	<u>\$ 993,448</u>	<u>\$ 73,184</u>	<u>\$ 5,067</u>	<u>\$5,846,616</u>	<u>\$ 8,890,635</u>
Total liabilities and fund balances	<u>\$ 357,342</u>	<u>\$825,874</u>	<u>\$789,104</u>	<u>\$ 993,448</u>	<u>\$ 73,184</u>	<u>\$ 5,067</u>	<u>\$5,846,616</u>	<u>\$ 8,890,635</u>



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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 84,775	\$ 94,453	\$ -	N/A
Assessment levy: off-roll	13,768	18,209	257,885	7%
Landowner contribution	-	18,930	336,915	6%
Miscellaneous	28,652	28,652	-	N/A
Total revenues	<u>127,195</u>	<u>160,244</u>	<u>594,800</u>	27%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	4,000	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	-	5,207	25,000	21%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	83	250	1,000	25%
Trustee***	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	39	56	500	11%
Printing & binding	42	125	500	25%
Legal advertising	-	258	6,500	4%
Annual special district fee	-	175	175	100%
Insurance	-	18,930	5,500	344%
Contingencies/bank charges	120	278	500	56%
Website				
Hosting & maintenance	-	705	705	100%
EMMA - Software Services	-	4,500	-	N/A
ADA compliance	-	210	210	100%
Tax Collector	1,696	1,889	-	N/A
Total professional & administrative	<u>5,997</u>	<u>44,633</u>	<u>106,290</u>	42%
<b>Field operations</b>				
Management	500	1,500	12,960	12%
Stomwater management				
Maintenance contract dry ponds	-	-	25,000	0%
Wetland maintenance	-	-	10,000	0%
Repair/maintenance/pressure washing	-	-	5,000	0%
Electrict/utilities	-	13,640	25,000	55%
Landscape maintenance	27,633	82,900	100,000	83%
Landscape contingency	-	-	10,000	0%
Irrigation repairs	-	-	5,000	0%
General maintenance	-	-	7,500	0%
Dog waste stations	-	-	4,000	0%
Total field operations	<u>28,133</u>	<u>98,040</u>	<u>204,460</u>	48%

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

	Current Month	Year to Date	Budget	% of Budget
<b>Amenity center - Highfield</b>				
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%
<b>Amenity center - Twisted</b>	-	-		
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	34,130	142,673	594,800	0
Excess/(deficiency) of revenues over/(under) expenditures	93,065	17,571	-	
Fund balances - beginning	(75,494)	-	-	
Fund balances - ending	\$ 17,571	\$ 17,571	\$ -	

**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 DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 247,642	\$ 287,477	\$ 411,991	70%
Interest	1,986	7,473	-	N/A
Total revenues	<u>249,628</u>	<u>294,950</u>	<u>411,991</u>	72%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	90,000	0%
Interest	-	160,731	321,463	50%
Total debt service	<u>-</u>	<u>160,731</u>	<u>411,463</u>	39%
<b>Other fees &amp; charges</b>				
Tax collector	4,953	5,518	-	N/A
Total other fees and charges	<u>4,953</u>	<u>5,518</u>	<u>-</u>	N/A
Total expenditures	<u>4,953</u>	<u>166,249</u>	<u>411,463</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	244,675	128,701	529	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(10,457)	-	N/A
Total other financing sources	<u>-</u>	<u>(10,457)</u>	<u>-</u>	N/A
Net change in fund balances	244,675	118,244	529	
Fund balances - beginning	579,928	706,359	595,571	
Fund balances - ending	<u>\$ 824,603</u>	<u>\$ 824,603</u>	<u>\$ 596,100</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 DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 43,241	\$ 57,189	367,003	16%
Interest	1,410	4,638	-	N/A
Total revenues	<u>44,651</u>	<u>61,827</u>	<u>367,003</u>	17%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	65,000	0%
Interest	-	150,472	300,944	50%
Total expenditures	<u>-</u>	<u>150,472</u>	<u>365,944</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	44,651	(88,645)	1,059	-8371%
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(9,306)	-	N/A
Total other financing sources	<u>-</u>	<u>(9,306)</u>	<u>-</u>	N/A
Net change in fund balances	44,651	(97,951)	1,059	
Fund balances - beginning	405,722	548,323	553,651	
Fund balances - ending	<u>\$ 450,373</u>	<u>\$ 450,372</u>	<u>\$ 554,710</u>	

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

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 3,552	\$ 13,569
Total revenues	<u>3,552</u>	<u>13,569</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	-	296,615
Total debt service	<u>-</u>	<u>296,615</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,552	(283,046)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer out	-	(12,674)
Total other financing sources	<u>-</u>	<u>(12,674)</u>
Net change in fund balances	3,552	(295,720)
Fund balances - beginning	989,896	1,289,168
Fund balances - ending	<u><u>\$ 993,448</u></u>	<u><u>\$ 993,448</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 DECEMBER 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 83,519
Misc. Income	10,453	10,453
Interest	61	528
Total revenues	<u>10,514</u>	<u>94,500</u>
<b>EXPENDITURES</b>		
Construction Costs	<u>18,152</u>	<u>106,067</u>
Total expenditures	<u>18,152</u>	<u>106,067</u>
Excess/(deficiency) of revenues over/(under) expenditures	(7,638)	(11,567)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	<u>-</u>	<u>10,457</u>
Total other financing sources/(uses)	<u>-</u>	<u>10,457</u>
Net change in fund balances	(7,638)	(1,110)
Fund balances - beginning	<u>(12,988)</u>	<u>(19,516)</u>
Fund balances - ending	<u><u>\$ (20,626)</u></u>	<u><u>\$ (20,626)</u></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 DECEMBER 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 34,505
Misc. Income	8,502	8,502
Interest	31	67
Total revenues	<u>8,533</u>	<u>43,074</u>
<b>EXPENDITURES</b>		
Construction Costs	<u>4,038</u>	<u>40,204</u>
Total expenditures	<u>4,038</u>	<u>40,204</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,495	2,870
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	<u>-</u>	<u>9,306</u>
Total other financing sources/(uses)	<u>-</u>	<u>9,306</u>
Fund balances - beginning	<u>(60,940)</u>	<u>(68,621)</u>
Fund balances - ending	<u><u>\$ (56,445)</u></u>	<u><u>\$ (56,445)</u></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 DECEMBER 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 22,936	\$ 81,303
Total revenues	<u>22,936</u>	<u>81,303</u>
<b>EXPENDITURES</b>		
Construction Costs	-	687,130
Total expenditures	<u>-</u>	<u>687,130</u>
Excess/(deficiency) of revenues over/(under) expenditures	22,936	(605,827)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	12,674
Total other financing sources/(uses)	<u>-</u>	<u>12,674</u>
Fund balances - beginning	5,820,432	6,436,521
Fund balances - ending	<u>\$ 5,843,368</u>	<u>\$ 5,843,368</u>



**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES  
A**

**DRAFT**

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

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held a Special Public Meeting on November 22, 2024 at 12:00 p.m., at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**Present were:**

Ernesto Torres (via telephone)	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Chris Gonda	
Brian Christianson (via telephone)	
Cory Fenech (via telephone)	
Steve Patrick (via telephone)	
Kyle Nersy (via telephone)	
Luke Blacksen (via telephone)	

**FIRST ORDER OF BUSINESS**

**Call to Order**

**NOTE: NO OFFICIAL ACTION OF THE BOARD WILL BE TAKEN**

Mr. Torres called the meeting to order at 12:00 p.m. The purpose of this meeting is to open the responses to the Request for Proposals (RFP) and record them. No questions or comments from the public will be answered.

**SECOND ORDER OF BUSINESS**

**Public Opening of Landscape and Irrigation  
Management Services Proposal Packages**

Mr. Torres stated six sealed bids were received in response to the RFP, as follows:

1. **Sunrise Landscape:** The bid package was received on time. The bid package was sealed and, upon opening, it contained one original of the response to the RFP and a flash drive with the electronic copy. The bid was:

<b>YEAR/RENEWAL</b>	<b>PART 1</b>	<b>PART 2</b>	<b>PART 3</b>	<b>PART 4</b>	<b>TOTAL</b>
Initial Year	\$198,504	\$78,144	\$21,500	\$11,592	\$309,740

38	First Renewal	\$198,504	\$78,144	\$21,500	\$11,592	\$309,740
39	Second Renewal	\$205,451.64	\$80,879.04	\$22,252.50	\$11,997.72	\$320,580.90
40	Third Renewal	\$212,642.45	\$83,709.81	\$23,031.34	\$12,417.64	\$331,801.24

41 2. **Rotolo Consultants:** The bid package was received on time. The bid package was sealed  
 42 and, upon opening, it contained one original of the response to the RFP and a flash drive with  
 43 the electronic copy. The bid was:

44	<b>YEAR/RENEWAL</b>	<b>PART 1</b>	<b>PART 2</b>	<b>PART 3</b>	<b>PART 4</b>	<b>TOTAL</b>
45	All Years	\$251,603.80	\$55,812.72	\$16,589.63	\$5,024.85	\$329,031

46 3. **Red Tree Landscape:** The bid package was received on time. The bid package was sealed  
 47 and, upon opening, it contained one original of the response to the RFP and a flash drive with  
 48 the electronic copy. The bid was:

49	<b>YEAR/RENEWAL</b>	<b>PART 1</b>	<b>PART 2</b>	<b>PART 3</b>	<b>PART 4</b>	<b>TOTAL</b>
50	Initial Year	\$203,100	\$24,600	\$6,150	\$16,200	\$250,050
51	First Renewal					\$250,050
52	Second Renewal					\$262,552
53	Third Renewal					\$275,680

54 The individual amounts for Parts 1, 2, 3 and 4 were not read for the First, Second and  
 55 Third renewals; only the total for each year was read.

56 4. **United Land Services:** The bid package was received on time. The bid package was  
 57 sealed and, upon opening, it contained a bid bond and one original of the response to the RFP.  
 58 The envelope was damaged during shipping and did not contain a flash drive with the electronic  
 59 copy. Discussion ensued regarding emailing an electronic version. The bid was:

60	<b>YEAR/RENEWAL</b>	<b>PART 1</b>	<b>PART 2</b>	<b>PART 3</b>	<b>PART 4</b>	<b>TOTAL</b>
61	Initial Year	\$155,329	\$14,953	\$1,662	\$15,602	\$187,546
62	First Renewal					\$187,546
63	Second Renewal					\$196,925
64	Third Renewal					\$202,830

65 The individual amounts for Parts 1, 2, 3 and 4 were not read for the First, Second and  
 66 Third renewals; only the total for each year was read.

5. **Yellowstone Landscape:** The bid package was received on time. The bid package was sealed and, upon opening, it contained a bid bond and one original of the response to the RFP and a flash drive with the electronic copy. The bid was:

YEAR/RENEWAL	PART 1	PART 2	PART 3	PART 4	TOTAL
All Years	\$140,840	\$14,000	\$1,400	\$6,240	\$162,480

6. **Juniper:** The bid package was received on time. The bid package was sealed and, upon opening, it contained a bid bond and one original of the response to the RFP and a flash drive with the electronic copy. The bid was:

YEAR/RENEWAL	PART 1	PART 2	PART 3	PART 4	TOTAL
All Years	\$156,270	\$13,013	\$10,000	\$29,280	\$208,563

**THIRD ORDER OF BUSINESS****UPCOMING MEETINGS**

➤ **December 9, 2024 at 10:00 P.M. [Evaluation Committee]**

**FOURTH ORDER OF BUSINESS****Adjournment**

The meeting adjourned at 12:18 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES  
B**

**DRAFT**

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

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held 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.

**Present were:**

Bill Fife	Chair
Greg Beliveau	Assistant Secretary
Peter Williams	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Bennett Davenport	District Counsel
Kara Disotell	Supervisor-Appointee
Stephanie Vaughn	Supervisor-Appointee
Cory Fenech	Sunrise Landscape
Luke Blacksen	United Land Services
Peter Lucadano	RedTree Landscape Systems

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:27 a.m.

Supervisors Fife, Williams and Beliveau were present. Supervisors Curtis and Simpson were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of John Curtis  
[Seat 3]; Term Expires November 2024**

Mr. Torres presented the resignation of Mr. John Curtis from Seat 3.

MOTION by Mr. Fife and seconded by Mr. Williams, with all in favor, the resignation of Mr. John Curtis from Seat 3, was accepted.

**FOURTH ORDER OF BUSINESS****Consideration of Appointment to Fill  
Unexpired Term of Seat 3**

Mr. Williams nominated Ms. Stephanie Vaughn to fill Seat 3. No other nominations were made.

MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, the appointment of Ms. Stephanie Vaughn to fill Seat 3, was approved.

- **Administration of Oath of Office (the following to be provided in separate package)**  
This item occurred during the Sixth Order of Business.
- 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**

**FIFTH ORDER OF BUSINESS****Acceptance of Resignation of Troy Simpson  
[Seat 4]; Term Expires November 2024**

Mr. Torres presented the resignation of Mr. Troy Simpson from Seat 4.

MOTION by Mr. Fife and seconded by Mr. Williams, with all in favor, the resignation of Mr. Troy Simpson from Seat 4, was accepted.

**SIXTH ORDER OF BUSINESS****Consideration Appointment of Kara  
Disotell to Fill Unexpired Term of Seat 4**



Mr. Fife nominated Ms. Kara Disotell to fill Seat 4. No other nominations were made.

**MOTION by Mr. Fife and seconded by Mr. Williams, with all in favor, the appointment of Ms. Kara Disotell to Seat 4, was approved.**

**E. Administration of Oath of Office**

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Stephanie Vaughn and Ms. Kara Disotell. He provided the items listed in the Fourth Order of Business.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,  
Electing and Removing Officers of the  
District, and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-01.

Mr. Fife nominated the following:

William "Bill" Fife	Chair
Stephanie Vaughn	Vice Chair
Greg Beliveau	Assistant Secretary
Peter Williams	Assistant Secretary
Kara Disotell	Assistant Secretary

This Resolution removes the following from the Board:

John Curtis	Vice Chair
Troy Simpson	Assistant Secretary

The following prior appointments by the Board remain unchanged by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

**MOTION by Mr. Fife and seconded by Mr. Beliveau, with all in favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of the District, and Providing for an Effective Date, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**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**

Mr. Torres presented Resolution 2025-02.

**MOTION by Mr. Beliveau and seconded by Mr. Fife, with all in favor, 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, was adopted.**

**NINTH ORDER OF BUSINESS**

**Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Mr. Torres presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

**On MOTION by Mr. Fife and seconded by Mr. Williams, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.**

**TENTH ORDER OF BUSINESS****Review of Proposals for Landscape &  
Irrigation Maintenance Services**

Mr. Torres presented the following responses to the Request for Proposals (RFP)  
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**

The Board Members discussed their individual opinions of the bids, scores and rankings.  
Discussion ensued regarding the various Board Member scores and rankings, jointly  
scoring and ranking the bidders, locations of the bidders and distance from the CDD, Board  
Member opinions of which categories or services are most important, pricing, storm clean up  
capabilities, etc.

The Board jointly scored the respondents, as follows, for the various categories:

**Juniper Landscaping:** Technical Capability = 30, Experience = 40, Understanding of  
Scope of RFP = 10, Price = 17.8; Total = 97.8

**RedTree Landscape Systems:** Technical Capability = 30, Experience = 40, Understanding  
of Scope of RFP = 10, Price = 16.3; Total = 96.3

**Rotolo Consultants, Inc.:** Technical Capability = 30, Experience = 40, Understanding of  
Scope of RFP = 10, Price = 14.9; Total = 94.9

**Sunrise Landscape:** Technical Capability = 29, Experience = 40, Understanding of Scope  
of RFP = 10, Price = 15.1; Total = 94.1

**United Land Services:** Technical Capability = 29, Experience = 40, Understanding of  
Scope of RFP = 10, Price = 18.4; Total = 97.4

**Yellowstone Landscape:** Technical Capability = 28, Experience = 40, Understanding of Scope of RFP = 10, Price = 20; Total = 98.0

Mr. Torres reported the following rankings, based on the scoring:

- #1 Yellowstone Landscape
- #2 Juniper Landscaping
- #3 United Land Services
- #4 RedTree Landscape Systems
- #5 Rotolo Consultants, Inc.
- #6 Sunrise Landscape

**C. Authorization to Negotiate and Finalize Contract(s)**

On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, ranking Yellowstone Landscape as the #1 ranked respondent to the RFP for Landscape & Irrigation Maintenance Services, authorizing District Staff to negotiate and prepare an Agreement with Yellowstone Landscape and authorizing the Chair to execute, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Easement and Cost Share Agreement**

Mr. Bennett stated that this Agreement provides for all the easements necessary for use and construction of these projects, as well as cost-sharing obligations, in the future.

On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, Easement and Cost Share Agreement, in substantial form, was approved.

**TWELFTH ORDER OF BUSINESS**

**Ratification Item(s)**

Mr. Torres presented the following:

**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

- 206           III.     No. 2.3: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
- 207           IV.     No. 4: Twisted Oaks Pointe Project - Commercial Roadway
- 208           V.     No. 5: Twisted Oaks Pointe Project - Commercial Roadway
- 209           VI.     No. 6: Twisted Oaks Pointe Project - Commercial Roadway
- 210           VII.    No. 7: Twisted Oaks Pointe Project - Commercial Roadway
- 211           VIII.   No. 4: Twisted Oaks Pointe Project - Highfields Phase 2
- 212           IX.     No. 5: Twisted Oaks Pointe Project - Highfields Phase 2
- 213           X.      No. 6: Twisted Oaks Pointe Project - Highfields Phase 2
- 214           XI.     No. 5: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- 215           XII.    No. 6: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- 216           XIII.   No. 7: Twisted Oaks Pointe Project - Phase 2 Infrastructure
- 217           XIV.   No. 7: Twisted Oaks Pointe Project - Highfields Phase 1
- 218           XV.     No. 8: Twisted Oaks Pointe Project - Highfields Phase 1
- 219           XVI.    No. 9: Twisted Oaks Pointe Project - Highfields Phase 1
- 220           XVII.   No. 10: Twisted Oaks Pointe Project - Highfields Phase 1
- 221           XVIII.   No. 14: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- 222           XIX.    No. 15: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- 223           XX.     No. 16: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- 224    B.     SR Landscaping LLC Agreement for Landscape Maintenance Services
- 225

226           **MOTION by Mr. Beliveau and seconded by Mr. Williams, with all in favor,**  
227           **Hughes Brothers Construction Inc., Change Orders listed and the SR**  
228           **Landscaping LLC Agreement for Landscape Maintenance Services, were**  
229           **ratified.**

- 230
- 231
- 232    ▪     **Termination of Sunrise Landscape Agreement for Landscape Maintenance Services**
- 233           **This item was an addition to the agenda.**
- 234

235           **MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor,**  
236           **terminating the Agreement with Sunrise Landscape for Landscape**  
237           **Maintenance Services, subject to the terms of the 30-day Termination Clause,**

and authorizing District Counsel to send the Notice of Termination, was approved.

**THIRTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of October 31, 2024**

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

**FOURTEENTH ORDER OF BUSINESS****Approval of July 8, 2024 Public Hearings  
and Regular Meeting Minutes**

On MOTION by Mr. Williams and seconded Ms. Disotell, with all in favor, the July 8, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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

Mr. Davenport discussed the requirement for some Board Members to complete four hours of ethics training by December 31, 2024.

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

There was no report.

**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**

**SIXTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**SEVENTEENTH ORDER OF BUSINESS****Public Comments**

275 Mr. Cory Fenech, of Sunrise Landscape discussed the amount of turf and stated that he  
276 stands by the price bid for chemical treatments. He is unsure how some of the bidders could  
277 provide the requested treatments within the price they bid.

278 Discussion ensued regarding whether the CDD can provide the initial scoring from the  
279 individual Board Members. It was noted that the final, joint one can be provided, as those are  
280 the scores the Board agreed upon.

281 A bidder expressed his appreciation for the opportunity to bid.

282

283 **EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

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285 **On MOTION by Mr. Fife and seconded by Ms. Disotell, with all in favor, the**  
286 **meeting adjourned at 11:18 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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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</i>		
<i>7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024* <b>CANCELED</b>	Regular Meeting	10:00 AM
November 5, 2024 <b>CANCELED</b>	Landowners' Meeting	10:00 AM
November 12, 2024** <b>CANCELED</b>	Regular Meeting	10:00 AM
December 9, 2024	Regular Meeting	10:00 AM
January 13, 2025 <b>CANCELED</b>	Landowners' Meeting	10:00 AM
January 13, 2025 <b>CANCELED</b>	Regular Meeting	10:00 AM
February 10, 2025	Landowners' 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