

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**January 8, 2024**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Twisted Oaks Pointe Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

December 29, 2023

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 January 8, 2024 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-02, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the City Commission for the City of Wildwood, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
  - A. Consideration of Boundary Amendment Funding Agreement
4. Consideration of CDD Drainage Easement Agreement
5. Consideration of Cost Share Agreement
6. Ratification Items
  - A. Hughes Brothers Construction Inc. Change Orders
    - I. No. 1.1: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
    - II. No. 1.2: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
    - III. No. 2.1: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
    - IV. No. 2.2: Twisted Oaks Pointe Project - Townhomes Phases 1 & 2
    - V. No. 2: Twisted Oaks Pointe Project - Commercial Roadway
    - VI. No. 2: Twisted Oaks Pointe Project - Phase 2 Infrastructure
    - VII. No. 3: Twisted Oaks Pointe Project - Phase 2 Infrastructure

### ATTENDEES:

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

- VIII. No. 5: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- IX. No. 6: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- X. No. 7: Twisted Oaks Pointe Project - Phase 1 Infrastructure
- XI. No. 5: Twisted Oaks Pointe Project - Highfields Mass Grading
- B. Morris Engineering & Consulting, LLC Agreement of Engineering Services
- 7. Acceptance of Unaudited Financial Statements as of November 30, 2023
- 8. Approval of November 13, 2023 Regular Meeting Minutes
- 9. 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: February 12, 2024 at 10:00 AM

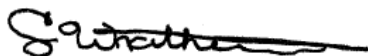
- QUORUM CHECK

SEAT 1	CANDICE BAIN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JOHN CURTIS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	PETE WILLIAMS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	TROY SIMPSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	GREG BELIVEAU	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 782 134 6157**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION FOR THE CITY OF WILDWOOD, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Twisted Oaks Pointe Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

**WHEREAS**, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS**, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

**WHEREAS**, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“**Board**”); and

**WHEREAS**, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS**, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

**1. RECITALS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District’s boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

**3. AUTHORIZATION FOR AGENT.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 8th day of January, 2024.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Legal Description of District Boundaries, as Amended



**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

## BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this 8th day of January, 2024, by and between:

**The Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**KL Twisted Oaks LLC**, a Florida limited liability company, and whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Landowner**").

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, pursuant to Resolution 2024-02 the District has authorized a "**Boundary Amendment**" to amend the District's boundaries, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party 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' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

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

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

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

17. **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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**THE TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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

**KL TWISTED OAKS LLC**

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

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

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This instrument was prepared by:

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

Parcels:

Tracts M-1, M-2, C-1, C-2, C-3, C-4, C-5 and C-6, as identified on the plat entitled Twisted Oaks Phase 1 and 2, recorded in the Public Records of Sumter County, Florida at Plat Book \_\_\_\_\_, Page(s) \_\_\_\_ et seq.

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**CDD DRAINAGE EASEMENT AGREEMENT**

**THIS CDD DRAINAGE EASEMENT AGREEMENT (“Agreement”)** is made and entered into, by and among the following parties, and shall be effective upon 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*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_,” together with \_\_\_\_\_, the “**Landowners**” or each, individually, a “**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Landowners presently own certain lands described in **Exhibit A** (together, “**Property**”), which Property is intended to be developed into commercial and multi-family parcels; and

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

**WHEREAS**, the District’s capital improvement plan includes a stormwater management system that conveys and treats surface water runoff from District property and adjacent properties; and

**WHEREAS**, the Landowners desire to have an easement that would authorize surface water runoff to drain from the Landowners' Property and into the District's stormwater system, and further authorize an individual Landowner to connect stormwater pipes/structures to the District's stormwater system; and

**WHEREAS**, the District is agreeable to granting such easement rights, on the terms set forth herein.

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

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

**2. DRAINAGE EASEMENT.**

- A. Easements** - The District does hereby grant to each Landowner a non-exclusive, perpetual easement over District-owned property for the purpose of (1) conveying stormwater from the Landowner's Property and into the District's stormwater system, and (2) connecting stormwater pipes/structures ("**Connection Structures**") from the Landowner's Property and to the District's stormwater system on the terms set forth herein (part (2), herein, "**Connection Project**").
- B. Notice** - A Landowner shall provide the District with 30 days prior written notice prior to undertaking a Connection Project, and, upon request of the District, shall provide the District with a copy of any applicable plans, permits, schedule, insurance certificates, construction contracts, and other documentation reasonably requested by the District to review the Connection Project for compliance with the terms of this Agreement.
- C. Easement Area** - Any Connection Project shall be planned and conducted in a manner so as to minimize the geographic area of District property necessary for the stormwater connection to occur. The District shall have the ability in its sole discretion to determine the location of any such connections. Further, the Landowner shall not have the right to stage a Connection Project on District property and any staging shall be done on the Landowner's Property.
- D. Final Inspection** - Upon completion of any Connection Project, the Landowner shall notify the District in writing, and, upon request of the District, cooperate with the District in conducting an inspection of the Connection Project within five business days after the completion of the Connection Project.
- E. Standard of Care** - Landowner shall cause any Connection Structures to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner and consistent with community standards.
- F. O&M Responsibility** - The Landowner shall own any Connection Structures, and shall be fully responsible for the Landowner's cost for the design, permitting, construction, repair, maintenance, and reconstruction of the Connection Structures.
- G. Permits** - The Landowner shall be responsible for obtaining any and all



applicable permits and approvals relating to any Connection Project (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, the City, the County, any applicable homeowners' association, or any other regulatory or similar authority of any kind).

- H. **Licensed Contractors** - All Connection Projects conducted pursuant to this Agreement shall be conducted by a licensed and insured contractor. The Landowner shall cause its contractors and/or subcontractors performing work relating to the Connection Project to comply with the requirements of this Agreement by incorporating the Landowner's obligations hereunder into any agreements with Landowner's contractors and/or subcontractors.
- I. **No Liens** - The Landowner shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against District property in connection with the exercise of its rights hereunder.
- J. **Due Care; Damage.** The Landowner shall use all due care to access and use the District property for the purposes contemplated by this Agreement without adverse impact and/or damage to the District's stormwater system, or any other property or improvements of any kind. The Landowner shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the exercise of the rights granted hereunder. In the event that the Landowner, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the District's stormwater system, or any other property or improvements of any kind, the Landowner shall immediately notify the District and promptly restore the damaged property to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the District may in its sole discretion elect to perform any such restoration work and charge the Landowner for any cost and expense of the restoration work.
- K. **Indemnification** – The Landowner agrees to indemnify, defend and hold harmless the District and its supervisors, officers, attorneys, engineers, managers, representatives and agents from and against from any and all claims, losses, costs, liabilities and/or damages of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, or intentionally wrongful conduct of the Landowner and/or Landowner's employees, contractors, subcontractors, representatives and/or agents, and arising out of or related in any way to this Agreement and/or the exercise of the rights granted hereunder.
- L. **Insurance** – Landowner and its contractors (and their subcontractors, employees, and materialmen) undertaking any Connection Project shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District

as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District. The District shall be a named additional insured on any such policies, and the Landowner shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing any Connection Project.

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

**3. DEFAULT.** A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

**4. ATTORNEYS' FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. 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.

**7. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this

Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

**9. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Landowners' Property, binding upon the Landowners and their successors and assigns as to the Landowners' Property or portions thereof.

**10. 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 the parties hereto.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

**12. 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.

**13. 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 law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

**15. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

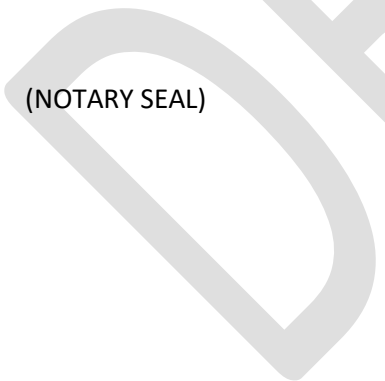
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, **Chairperson**, of **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

\_\_\_\_\_

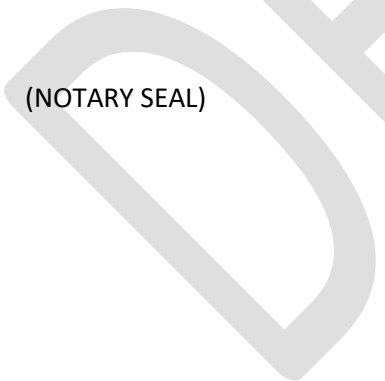
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

\_\_\_\_\_

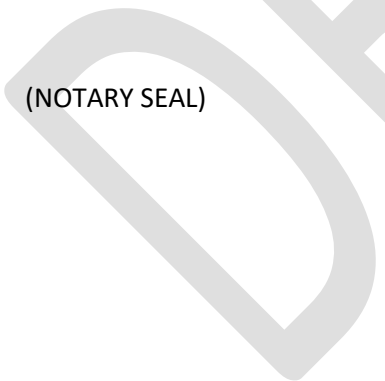
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

[SIGNATURE PAGE FOR CDD DRAINAGE EASEMENT AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

\_\_\_\_\_

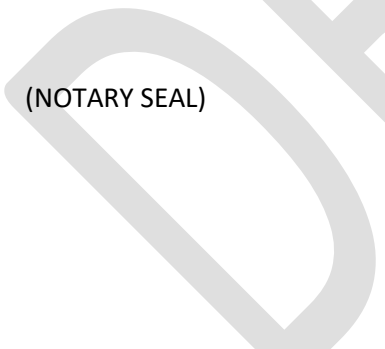
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY**



**EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY**

Tracts M-1, M-2, C-1, C-2, C-3, C-4, C-5 and C-6, as identified on the plat entitled *Twisted Oaks Phase 1 and 2*, recorded in the Public Records of Sumter County, Florida at Plat Book \_\_\_\_\_, Page(s) \_\_\_\_ et seq.

DRAFT

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

This instrument was prepared by:

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

Parcels:

Tracts M-1, M-2, C-1, C-2, C-3, C-4, C-5 and C-6, as identified on the plat entitled Twisted Oaks Phase 1 and 2, recorded in the Public Records of Sumter County, Florida at Plat Book \_\_\_\_\_, Page(s) \_\_\_\_ et seq.

**COST SHARE AGREEMENT**

**THIS COST SHARE AGREEMENT (“Agreement”)** is made and entered into, by and among the following parties, and shall be effective upon 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*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_”); and

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“\_\_\_\_\_” together with \_\_\_\_\_, the “**Landowners**”); and

Is joined by:

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, with an address of \_\_\_\_\_ (“**Master Developer**”); and

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Landowners presently own certain lands described in **Exhibit A** (together, “**Property**”), which Property is intended to be developed into commercial and multi-family parcels; and

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to finance the

planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

**WHEREAS**, the District's capital improvement plan includes certain offsite improvements ("**Improvements**"), as shown in **Exhibit B**, that benefit lands within the District as well as the Property; and

**WHEREAS**, the Improvements are required to be developed in order for the lands within the District to be developed, as set forth in that certain \_\_\_\_\_ [**LIST DEVELOPMENT APPROVAL**]; and

**WHEREAS**, for efficiency, the District and the Landowners desire for the District to undertake the operation and maintenance of the Improvements, and the Landowners have agreed to pay for their share of the maintenance costs, as set forth herein;

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

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

**2. OPERATION AND MAINTENANCE OF IMPROVEMENTS.** The District and the Landowners acknowledge and agree that:

- A.** The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District. The Master Developer shall transfer each of the Improvements, upon completion, to the District pursuant to a separate, industry-standard acquisition agreement to be negotiated and executed between the Master Developer and the District.
- B.** To fund the costs associated with the Improvements, the parties agree that the Landowners shall be responsible for certain shared expenses ("**Shared Expenses**") incurred by the District and necessary for the operation, maintenance, repair and replacement of the Improvements, as set forth in **Exhibit B**. Each Landowner shall be responsible for its share of the Shared Expenses based on its pro-rated share of the total acreage of the various Landowners' parcels, as set forth in **Exhibit B**.
- C.** In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs for the Shared Expenses (as defined herein) for the upcoming District fiscal year, which begins October 1. An excerpt from a sample budget, which is subject to change from year to year, is attached hereto as **Exhibit B**.

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

**3. DEFAULT.** A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

**4. ATTORNEYS’ FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. 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.

**7. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully among the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**8. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall

inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

**9. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowners and their successors and assigns as to the Property or portions thereof.

**10. 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 the parties hereto.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

**12. 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.

**13. 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 law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

**15. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, **Chairperson**, of **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD MAINTENANCE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**JOINDER AND CONSENT OF DEVELOPER**

The undersigned, acting on behalf of \_\_\_\_\_, being the primary developer of the real property within the District, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *Cost Share Agreement* ("**Agreement**"), among the Landowners and the District.

**WITNESSES:**

\_\_\_\_\_

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

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

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

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

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\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

- EXHIBIT A:     LEGAL DESCRIPTION OF COMMERCIAL/MULTI-FAMILY PROPERTY**
- EXHIBIT B:     SAMPLE O&M BUDGET, ALLOCATION CHART AND MAP**

**EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL / MULTI-FAMILY PROPERTY**

Tracts M-1, M-2, C-1, C-2, C-3, C-4, C-5 and C-6, as identified on the plat entitled *Twisted Oaks Phase 1 and 2*, recorded in the Public Records of Sumter County, Florida at Plat Book \_\_\_\_\_, Page(s) \_\_\_\_ et seq.

**EXHIBIT B: SAMPLE O&M BUDGET WITH ALLOCATION CHART AND MAP**

BUDGET ITEM	Cost Estimate	CDD Share	Commercial and Multi-Family Cost Share	SAMPLE ESTIMATED Commercial and Multi-Family Cost Share
<b>GENERAL FUND BUDGET (EXCERPT)</b>				
Total Professional & Admin		___%	___%	
<b>TOTAL GENERAL FUND BUDGET</b>				
<b>OFFSITE IMPROVEMENTS BUDGET</b>				
Field Operations Manager		___%	___%	
Stormwater Management		0%	100%	
Wet Ponds		0%	100%	
Dry Ponds		0%	100%	
Streetlighting		0%	100%	
Hardscape		0%	100%	
Pressure Washing		0%	100%	
Maintenance		0%	100%	
Landscaping & Irrigation Maintenance		0%	100%	
Landscape Maintenance		0%	100%	
Arbor Care/Tree Trimming		0%	100%	
Plant Replacement		0%	100%	
Irrigation Water		0%	100%	
Irrigation Repairs		0%	100%	
Roadway Maintenance		___%	___%	
<b>TOTAL OFFSITE IMPROVEMENTS BUDGET</b>				
<b>TOTAL ALL BUDGETS</b>				

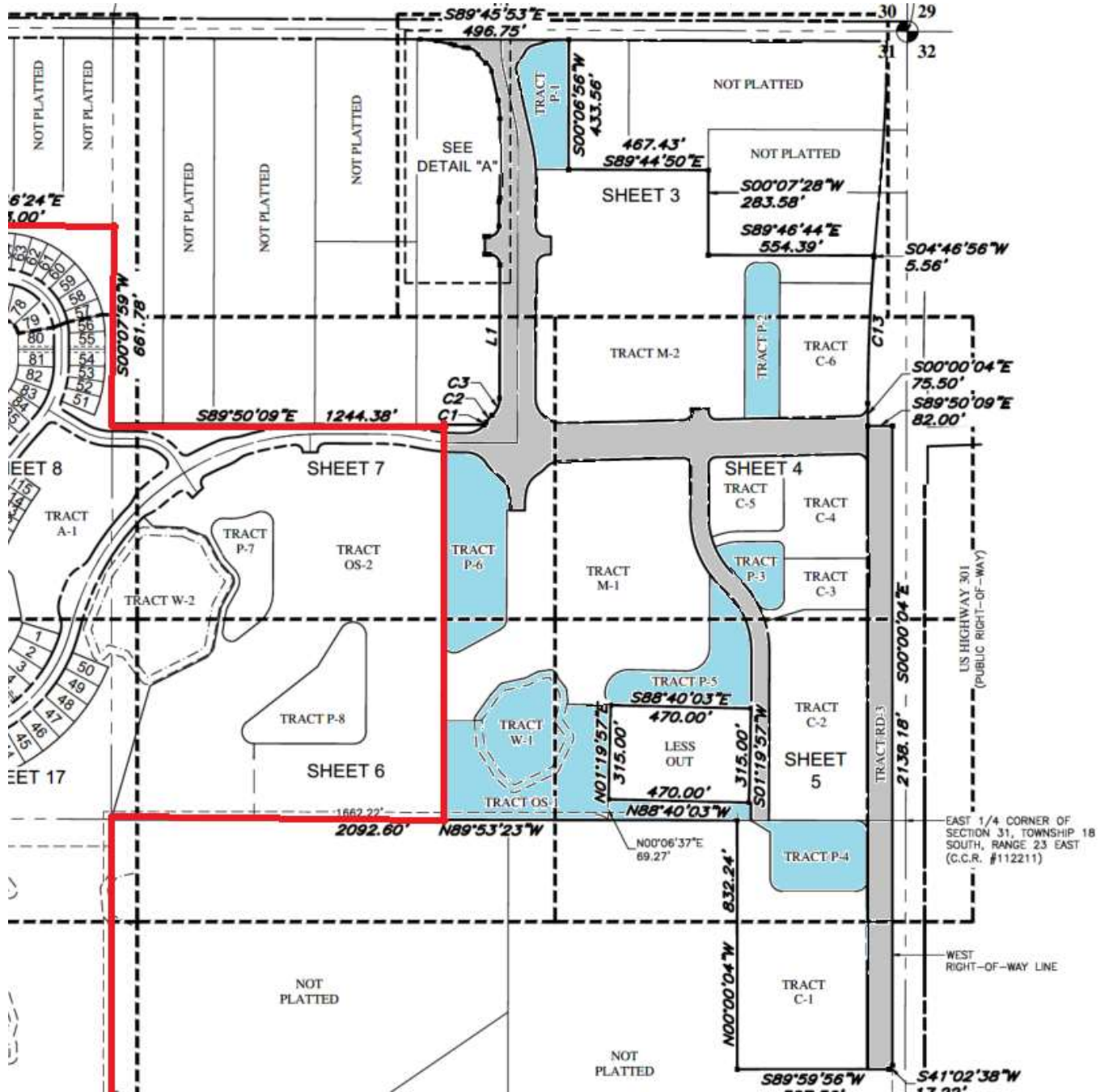
\*This is a sample budget only and is subject to change on an annual basis due to changes/additions of improvements, services, etc. (including, but not limited to, changes in vendor rates, changes in vendors, additional improvements, additional services (e.g., re-paving, capital repairs, etc.)).

PARCEL	ACREAGE	% ALLOCATION	SAMPLE ESTIMATED COST SHARE
M-1			
M-2			
C-1			
C-2			
C-3			
C-4			
C-5			
C-6			
<b>TOTALS</b>			

\*Subject to change on an annual basis

## OFFSITE IMPROVEMENTS MAP

The Improvements include the pond tracts P-1 through P-6, wetland tract W-1, and open space tract OS-1, as indicated below, as well as the rights-of-way shown below.



**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A1**

**CHANGE ORDER NO. 1.1**

Date of Issuance: November 16, 2023 Effective Date: \_\_\_\_\_

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


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


Description: **Payment and Performance Bond – Phase 1**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$1,254,396.50<sup>1</sup></b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders		
<b>\$0</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<b>\$1,254,396.50</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
<b>\$10,914.90</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<b>\$1,265,311.40</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**  
  
 By: \_\_\_\_\_  
 Title: **District Engineer**  
 Date: **11/16/23**

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
 Digitally signed by  
  
 By: \_\_\_\_\_  
 Title: **vice chair**  
 Date: **11/17/2023**

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
  
 By: \_\_\_\_\_  
 Title: **President**  
 Date: **11/16/23**

<sup>1</sup> Change Order 1 dated September 11, 2023, included the full contract price of \$2,259,884.75. This change order restates and supersedes the prior change order. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

**Twisted Oaks Townhomes PH1 Infrastructure  
Change Order #1**

**PROJECT:** Twisted Oaks Townhomes PH1 Infrastructure  
**DATE:** 9/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>General Conditions</b>				
New	Payment & Performance Bond	1.00	LS	\$ 10,914.90	\$ 10,914.90
	<b>Subtotal General Conditions</b>				<b>\$ 10,914.90</b>
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ 10,914.90</b>

**Note:** This CO includes payment & performance bond coverage for Townhomes Phase 1 Infrastructure.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A11**



**CHANGE ORDER NO. 1.2**

Date of Issuance: November 16, 2023 Effective Date: \_\_\_\_\_




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

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

Description: **Deduction of direct purchases – Del Zotto and Fortiline**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$1,254,396.50<sup>1</sup></b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease from prior Change Orders:</b>	Increase/Decrease from previously approved Change Orders		
<b>\$10,914.90</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
<b>Contract Price prior to this Change Order:</b>	<b>Contract Times prior to this Change Order:</b>		
<b>\$1,265,311.40</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease of this Change Order:</b>	Increase/Decrease of this Change Order:		
<b>(\$333,020.09)</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Contract Price incorporating this Change Order:</b>	<b>Contract Times with all approved Change Orders:</b>		
<b>\$932,291.31</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

<b>RECOMMENDED BY:</b> <b>MORRIS ENGINEERING &amp; CONSULTING LLC</b> By: <u></u> Title: <u>District Engineer</u> Date: <u>11/16/23</u>	<b>ACCEPTED:</b> <b>TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT</b> Digitally signed by: <u></u> By: _____ Title: <u>Vice Chair</u> Date: <u>11/17/2023</u>	<b>ACCEPTED:</b> <b>HUGHES BROTHERS CONSTRUCTION INC.</b> By: <u></u> Title: <u>President</u> Date: <u>11/16/23</u>
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<sup>1</sup> Change Order 1 dated September 11, 2023 included the full contract price of \$2,259,884.75. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

**Twisted Oaks Townhomes PH1 Infrastructure  
Change Order #2**

**PROJECT:** Twisted Oaks Townhomes PH1 Infrastructure  
**DATE:** 11/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Fortiline Waterworks Direct Purchase Deduction	1.00	LS	\$ (278,537.43)	\$(278,537.43)
New	Del Zotto Precast Direct Purchase Deduction	1.00	LS	\$ (54,482.66)	\$(54,482.66)
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$(333,020.09)</b>
	<b>TOTAL CHANGE ORDER #2</b>				<b>\$(333,020.09)</b>

**Note:** This CO includes deductions for materials to be direct purchased by the CDD including state sales tax.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A111**

**CHANGE ORDER NO. 2.1**

Date of Issuance: November 16, 2023 Effective Date: \_\_\_\_\_



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

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

Description: **Payment and performance bond – Phase 2**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$1,005,488.25<sup>1</sup></b>		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders		
<b>\$0.00</b>	No. _____ to No. _____:	Substantial completion (days):	
		Ready for final payment (days):	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<b>\$1,005,488.25</b>		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
<b>\$8,930.38</b>		Substantial completion (days or date):	
		Ready for final payment (days or date):	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<b>\$1,014,418.63</b>		Substantial completion (days or date):	
		Ready for final payment (days or date):	

RECOMMENDED BY: <b>MORRIS ENGINEERING &amp; CONSULTING LLC</b> By: <u></u> Title: <u>District Engineer</u> Date: <u>11/16/23</u>	ACCEPTED: <b>TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT</b> Digitally signed by <u>John Curtis</u> By: <u>891940CD66BDE456...</u> Title: <u>vice chair</u> Date: <u>11/17/2023</u>	ACCEPTED: <b>HUGHES BROTHERS CONSTRUCTION INC.</b> By: <u></u> Title: <u>President</u> Date: <u>11/16/23</u>
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<sup>1</sup> Change Order 2 dated September 11, 2023, included the full contract price of \$2,259,884.75. This change order restates and supersedes the prior change order. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

Twisted Oaks Townhomes PH2 Infrastructure  
Change Order #1

**PROJECT:** Twisted Oaks Townhomes PH2 Infrastructure  
**DATE:** 9/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>General Conditions</b>				
New	Payment & Performance Bond	1.00	LS	\$ 8,930.38	\$ 8,930.38
	<b>Subtotal General Conditions</b>				<b>\$ 8,930.38</b>
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ 8,930.38</b>

**Note:** This CO includes payment & performance bond coverage for Townhomes Phase 2 Infrastructure.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AIV**

**CHANGE ORDER NO. 2.2**

Date of Issuance: November 16, 2023 Effective Date: \_\_\_\_\_




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

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

Description: **Deduction of direct purchase – Del Zotto and Fortiline**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$1,005,488.25<sup>1</sup></b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease from prior Change Orders:</b>	Increase/Decrease from previously approved Change Orders		
<b>\$8,930.38</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<b>\$1,014,418.63</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
<b>(\$254,963.32)</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<b>\$759,455.31</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY: <b>MORRIS ENGINEERING &amp; CONSULTING LLC</b>  By: _____ Title: <b>District Engineer</b> Date: <b>11/16/23</b>	ACCEPTED: <b>TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT</b> Proposed by:  By: _____ Title: <b>Vice Chair</b> Date: <b>11/17/2023</b>	ACCEPTED: <b>HUGHES BROTHERS CONSTRUCTION INC.</b>  By: _____ Title: <b>President</b> Date: <b>11/16/23</b>
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<sup>1</sup> Change Order 2.1 included the full contract price of \$2,259,884.75. For clarity, the change orders are being separated into Phase 1 and Phase 2 of the townhomes contract.

**Twisted Oaks Townhomes PH2 Infrastructure  
Change Order #2**

**PROJECT:** Twisted Oaks Townhomes PH2 Infrastructure  
**DATE:** 11/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Fortiline Waterworks Direct Purchase Deduction	1.00	LS	\$ (227,560.77)	\$(227,560.77)
New	Del Zotto Precast Direct Purchase Deduction	1.00	LS	\$ (27,402.55)	\$(27,402.55)
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$(254,963.32)</b>
	<b>TOTAL CHANGE ORDER #2</b>				<b>\$(254,963.32)</b>

**Note:** This CO includes deductions for materials to be direct purchased by the CDD including state sales tax.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date



**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AV**

**CHANGE ORDER NO. 2**

Date of Issuance: November 6, 2023 Effective Date: \_\_\_\_\_


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


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


Description: **Direct purchase deductions – Del Zotto and Fortiline**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  <b>\$562,636.25</b>	Original Contract Times: Working days Calendar days Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease from prior Change Orders:  <b>\$6,539.08</b>	Increase/Decrease from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order:  <b>\$569,175.33</b>	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase/Decrease of this Change Order:  <b>(\$99,794.06)</b>	Increase/Decrease of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order:  <b>\$469,381.27</b>	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**  
By:   
Title: District Engineer  
Date: 11/16/23

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
By:   
Title: vice chair  
Date: 11/17/2023

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
By:   
Title: President  
Date: 11/16/23

Twisted Oaks Commercial Roadway  
Change Order #2

**PROJECT:** Twisted Oaks Commercial Roadway  
**DATE:** 11/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Fortiline Waterworks Direct Purchase Deduction	1.00	LS	\$ (70,367.45)	\$ (70,367.45)
New	Del Zotto Precast Direct Purchase Deduction	1.00	LS	\$ (29,426.61)	\$ (29,426.61)
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ (99,794.06)</b>
	<b>TOTAL CHANGE ORDER #2</b>				<b>\$ (99,794.06)</b>

**Note:** This CO includes deductions for materials to be direct purchased by the CDD including state sales tax.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AVI**

**CHANGE ORDER NO. 2**

Date of Issuance: November 6, 2023 Effective Date: \_\_\_\_\_

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

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

Description: **Direct purchase deduction – Del Zotto and Fortiline**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
  
**\$2,011,703.50**

Increase/Decrease from prior Change Orders:  
  
**\$17,899.76**

Contract Price prior to this Change Order:  
  
**\$2,029,603.26**

Increase/Decrease of this Change Order:  
  
**(\$464,945.74)**

Contract Price incorporating this Change Order:  
  
**\$1,564,657.52**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days  
Times:  
Substantial completion (days or date):  
Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:  
Substantial completion (days):  
Ready for final payment (days):

Contract Times prior to this Change Order:  
Substantial completion (days or date):  
Ready for final payment (days or date):

Increase/Decrease of this Change Order:  
Substantial completion (days or date):  
Ready for final payment (days or date):

Contract Times with all approved Change Orders:  
Substantial completion (days or date):  
Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**  
*MJM*  
By: \_\_\_\_\_  
Title: District Engineer  
Date: 11-16-23

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
Proposed by  
*John Curtis*  
By: \_\_\_\_\_  
Title: Vice Chair  
Date: 11/17/2023

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
By: \_\_\_\_\_  
Title: President  
Date: 11/16/23

Twisted Oaks PH2 Infrastructure  
Change Order #2

**PROJECT:** Twisted Oaks PH2 Infrastructure  
**DATE:** 11/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Fortiline Waterworks Direct Purchase Deduction	1.00	LS	\$ (385,925.20)	\$(385,925.20)
New	Del Zotto Precast Direct Purchase Deduction	1.00	LS	\$ (79,020.54)	\$(79,020.54)
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$(464,945.74)</b>
	<b>TOTAL CHANGE ORDER #2</b>				<b>\$(464,945.74)</b>

**Note:** This CO includes deductions for materials to be direct purchased by the CDD including state sales tax.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AVII**

**CHANGE ORDER NO. 3**

Date of Issuance: December 4, 2023 Effective Date: \_\_\_\_\_

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

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

Description: **Revision #1 11/8/23 which includes revised LS2 FM location**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$2,011,703.50**

Increase/Decrease from prior Change Orders:

**(\$447,045.98)**

Contract Price prior to this Change Order:

**\$1,564,657.52**

Increase/Decrease of this Change Order:

**\$13,604.00**

Contract Price incorporating this Change Order:

**\$1,578,261.52**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_ :

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
MORRIS ENGINEERING &  
CONSULTING LLC

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

Title: District Engineer

Date: 12/4/23

ACCEPTED:  
TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT

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

Title: Vice Chair

Date: 12/4/23

ACCEPTED:  
HUGHES BROTHERS CONSTRUCTION  
INC.

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

Title: President

Date: 12/4/23



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

**PROJECT:** Twisted Oaks PH2 Infrastructure  
**DATE:** 12/4/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>SANITARY SEWER</b>				
1530	4" PVC Forcemain	520.00	LF	\$ 22.70	\$ 11,804.00
1590	Fittings Forcemain	1.00	LS	\$ 1,800.00	\$ 1,800.00
	<b>SUBTOTAL SANITARY SEWER</b>				<b>\$ 13,604.00</b>
	<b>TOTAL CHANGE ORDER #3</b>				<b>\$ 13,604.00</b>

**Note:** This CO includes REV #1 11/08/23 which includes revised LS2 FM location.

**APPROVED BY:**

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

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

\_\_\_\_\_  
Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AVIII**

**CHANGE ORDER NO. 5**

Date of Issuance: November 8, 2023 Effective Date: \_\_\_\_\_

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

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

Description: CR 462 Extension revisions

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$9,602,520.95**

Increase/Decrease from prior Change Orders:

~~\$750,525.00~~

**\* 482,585.50**

Contract Price prior to this Change Order:

**\$10,085,106.45**

Increase/Decrease of this Change Order:

**\$275,939.88**

Contract Price incorporating this Change Order:

**\$10,361,046.33**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:

**MORRIS ENGINEERING & CONSULTING LLC**

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

Title: DISTRICT ENGINEER

Date: 11/9/23

ACCEPTED:

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

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

Title: vice chair

Date: 11/16/2023

ACCEPTED:

**HUGHES BROTHERS CONSTRUCTION INC.**

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

Title: President

Date: 11/9/23

\* Change Orders #3 did not reflect the cumulative change of prior change orders. It has been corrected with Change Order #4.

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

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 11/8/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>CR 462 EXTENSION REVISIONS</b>				
	<b>SITEWORK</b>				
1000	Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00
1020	Additional Survey & Layout	1.00	LS	\$ 3,000.00	\$ 3,000.00
1050	Fine Grade ROW	1.00	LS	\$ 5,240.00	\$ 5,240.00
	<b>SUBTOTAL SITEWORK</b>				<b>\$ 10,240.00</b>
	<b>ROADWAY</b>				
1130	12" Type B Stabilized Subgrade (Revised Roundabout/Lanes) - Mix/Finish	13,728.00	SY	\$ 5.26	\$ 72,209.28
1130	12" Type B Stabilized Subgrade (Revised Grading) - Bal/Mix/Finish	8,216.00	SY	\$ 10.95	\$ 89,965.20
1170	Type AB Curb	2,032.00	LF	\$ 31.90	\$ 64,820.80
1200	Concrete Sidewalk (4")	4,098.00	SF	\$ 6.95	\$ 28,481.10
1240	Signage & Marking	1.00	LS	\$ 590.00	\$ 590.00
	<b>SUBTOTAL ROADWAY</b>				<b>\$ 256,066.38</b>
	<b>SANITARY SEWER</b>				
New	Sanitary Sewer MH Revisions	1.00	LS	\$ 2,600.80	\$ 2,600.80
	<b>SUBTOTAL SANITARY SEWER</b>				<b>\$ 2,600.80</b>
	<b>WATERMAIN</b>				
New	Raise Valves & Hydrants	1.00	LS	\$ 2,122.70	\$ 2,122.70
	<b>SUBTOTAL WATERMAIN</b>				<b>\$ 2,122.70</b>
	<b>STORM</b>				
New	Storm Structure Revisions	1.00	LS	\$ 4,910.00	\$ 4,910.00
	<b>SUBTOTAL STORM</b>				<b>\$ 4,910.00</b>
	<b>TOTAL CHANGE ORDER #5</b>				<b>\$ 275,939.88</b>

**Note:** This CO includes CR 462 Extension REV #1 & #2 dated 10/05/2023 which encompasses revised grading to 301 tie in, revised roundabout, revised s/w ramps & revised lanes.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

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

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AIX**

**CHANGE ORDER NO. 6**

Date of Issuance: November 16, 2023 Effective Date: \_\_\_\_\_


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

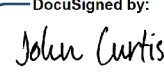
The foregoing agreement is modified as follows upon execution of this Change Order:


Description: LS1 voltage changes for Duke to go from 230V to 460V.

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$9,602,520.95</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease from prior Change Orders:</b>	Increase/Decrease from previously approved Change Orders		
<b>\$758,525.38</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<b>\$10,361,046.33</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease of this Change Order:</b>	Increase/Decrease of this Change Order:		
<b>\$10,336.20</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<b>\$10,371,382.53</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**  
  
 By: \_\_\_\_\_  
 Title: District Engineer  
 Date: 11/16/23

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
 DocuSigned by:  
  
 By: \_\_\_\_\_  
 Title: vice chair  
 Date: 11/17/2023

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
  
 By: \_\_\_\_\_  
 Title: President  
 Date: 11/16/23

\* Change Orders #3 did not reflect the cumulative change of prior change orders. It has been corrected with Change Order #4.

Twisted Oaks PH1 Infrastructure  
Change Order #6

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 11/16/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>SANITARY SEWER</b>				
	<b>LS #1 CONTROL PANEL VOLTAGE CHANGE</b>				
New	Control Panel Voltage Change to 460/3/60	1.00	LS	\$ 10,336.20	\$ 10,336.20
	<b>SUBTOTAL SANITARY SEWER</b>				<b>\$ 10,336.20</b>
	<b>TOTAL CHANGE ORDER #6</b>				<b>\$ 10,336.20</b>

Note: This CO includes LS1 voltage changes for Duke to go from 230V to 460V.

\*Lead Time Delivery = 4-6 weeks

\*Changing the main and emergency breakers to 150A

\*Changing the pumps to 80A

\*Changing the phase monitor to 480V

\*Providing the 480V/120V external transformer

\*Adding line fuses and a load breaker to the panel for the external transformer

\*Replacing the right deadfront door after making changes

\*Additional Disconnect needed for 460V stations

**APPROVED BY:**

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

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

\_\_\_\_\_  
Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6AX**



**CHANGE ORDER NO. 7**

Date of Issuance: December 8, 2023 Effective Date: \_\_\_\_\_

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

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

Description: **Additional bahia sod, additional SECO crossings and layout staking**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract      Working days      Calendar days

**\$9,602,520.95**

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from prior Change Orders:

Increase/Decrease from previously approved Change Orders

**\$768,861.58**

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

**\$10,371,382.53**

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Increase/Decrease of this Change Order:

**\$34,476.00**

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

**\$10,405,858.53**

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
MORRIS ENGINEERING & CONSULTING LLC  
By: [Signature]  
Title: DISTRICT ENGINEER  
Date: 12/8/23

ACCEPTED:  
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
*Proposed by:*  
By: [Signature: John Curtis]  
891940CD6BDE456...  
Title: vice chair  
Date: 12/11/2023

ACCEPTED:  
HUGHES BROTHERS CONSTRUCTION INC.  
By: [Signature]  
Title: President  
Date: 12/8/23

**Twisted Oaks PH1 Infrastructure  
Change Order #7**

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 12/6/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>SITWORK</b>				
1060	Sod Additional BOC to Sidewalk	7050.00	SY	\$ 3.00	\$ 21,150.00
	<b>SUBTOTAL SITWORK</b>				<b>\$ 21,150.00</b>
	<b>CONDUIT CROSSINGS</b>				
New	2" SECO Crossing - Labor/Equip	100.00	LF	\$ 13.05	\$ 1,305.00
New	4" SECO Crossing - Labor/Equip	300.00	LF	\$ 14.17	\$ 4,251.00
	<b>SUBTOTAL CONDUIT CROSSINGS</b>				<b>\$ 5,556.00</b>
	<b>SECO LAYOUT STAKING</b>				
New	Additional Survey Layout: SECO Staking	1.00	LS	\$ 7,770.00	\$ 7,770.00
	<b>SUBTOTAL SECO LAYOUT STAKING</b>				<b>\$ 7,770.00</b>
	<b>TOTAL CHANGE ORDER #7</b>				<b>\$ 34,476.00</b>

**Note:** This CO includes additional bahia sod from 2' BOC to Sidewalk excluding 2' BOC. Also includes additional SECO crossings on 462 extension provided 12/6/23 as well as SECO layout staking per request.

**SECO CONSTRUCTION LAYOUT SERVICES:**

- \*Front corner of all lots staked with numbers clearly labeled
- \*Back of the 10' utility easement staked
- \*Grade staked clearly labeled that grade is within 6" of final grade
- \*Easement areas marked around curves or straight line greater than 50'
- \*Transformer (3 phase) pad area grade and easement stakes

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6 AXI**

**CHANGE ORDER NO. 5**

Date of Issuance: December 8, 2023 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Highfields Mass Grading</b>		Date of Contract: <b>May 17, 2023</b> Assigned to District on <b>August 24, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

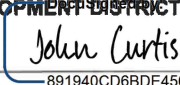
The foregoing agreement is modified as follows upon execution of this Change Order:


Description: **additional sand stripping and additional clay excavation**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$3,330,968.70</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease from prior Change Orders:</b>	Increase/Decrease from previously approved Change Orders		
<b>\$394,419.00</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
<b>Contract Price prior to this Change Order:</b>	<b>Contract Times prior to this Change Order:</b>		
<b>\$3,725,387.92</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Increase/Decrease of this Change Order:</b>	Increase/Decrease of this Change Order:		
<b>\$319,258.80</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
<b>Contract Price incorporating this Change Order:</b>	<b>Contract Times with all approved Change Orders:</b>		
<b>\$4,044,646.72</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**  
 By:   
 Title: DISTRICT ENGINEER  
 Date: 12/8/23

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
 By:   
 Title: Vice chair  
 Date: 12/11/2023

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
 By:   
 Title: President  
 Date: 12/8/23

Highfield Mass Grade  
Change Order #5

**PROJECT:** Highfield Mass Grade  
**DATE:** 11/20/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>SITWORK</b>					
1060	Cut/Fill/Balance - Additional Sand Strip	35,507.00	CY	\$ 3.15	\$ 111,847.05
1070	Cut/Fill/Balance - Additional Clay Excavation	65,845.00	CY	\$ 3.15	\$ 207,411.75
<b>SUBTOTAL SITWORK</b>					<b>\$ 319,258.80</b>
<b>TOTAL CHANGE ORDER #5</b>					<b>\$ 319,258.80</b>

Notes: This CO includes additional sand stripping (mining) and additional clay excavation beyond original earthwork scope.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 14<sup>th</sup> day of Nov, 2023, by and between:

**Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Wildwood, Sumter County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**Morris Engineering & Consulting LLC**, a Florida limited liability company, providing professional engineering services with a mailing address of 6997 Professional Parkway East, Suite B, Lakewood Ranch, Florida 34240 (“**Engineer**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the City Commission of the City of Wildwood, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**1. SCOPE OF SERVICES.**

- a. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**2. REPRESENTATIONS.** The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.



- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures

shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**7. SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**9. OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation,

and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer 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 Engineer 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.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**16. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**18. SOVEREIGN IMMUNITY.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**19. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon

completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES LLC, WRATHELLC@WHHASSOCIATES.COM, 561-571-0010, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**20. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**21. CONFLICTS OF INTEREST.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**22. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**23. INDEPENDENT CONTRACTOR.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**24. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**25. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**26. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Sumter County, Florida.

**27. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

**29. 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 of the parties hereto and formally approved by the Board.

**30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**31. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice

period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

**32. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**33. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**34. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties hereto have caused these present to be executed the day and year first above written.

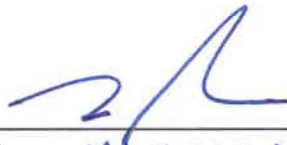
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**MORRIS ENGINEERING & CONSULTING LLC**

*Bridget Bednarczyk*  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: MATTHEW J. MORAN  
Its: MANAGING MEMBER

SCHEDULE "A"

**HOURLY FEE SCHEDULE**

## **Standard Hourly Rates (2023)**

### Engineering and Planning Services:

Principal Engineer	\$200/Hour
Principal Planner	\$200/Hour
Senior Project Manager	\$175/Hour
Project Manager/Engineer	\$150/Hour
Planner	\$150/Hour
Senior Engineer	\$135/Hour
Engineering Technician	\$115/Hour
Construction Manager	\$115/Hour
Administrative	\$65/Hour

Note: Expenses incurred for express mail delivery (or overnight delivery), courier service and outsourced services for high volume copying, printing and binding will be invoiced as a reimbursable expense based on the fee charged by the vendor.

\_\_\_\_\_, 2023

Twisted Oaks Pointe Community Development District  
Sumter County, Florida

Subject: **Work Authorization Number 1**  
**Twisted Oaks Pointe Community Development District**

Dear Chairman, Board of Supervisors:

Morris Engineering & Consulting LLC (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Twisted Oaks Pointe Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2023 (“**Engineering Agreement**”) as follows:

**I. Scope of Work**

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District’s Project and all Future Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

**MORRIS ENGINEERING & CONSULTING LLC**

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

Authorized Representative

\_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2023**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2023**

	General Fund	Debt Service Fund Series 2023	Debt Service Fund Series 2023A2	Capital Projects Fund Series 2023	Capital Projects Fund Series 2023A2	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 2,190	\$ -	\$ -	\$ -	\$ -	\$ 2,190
Investments						
Reserve	-	415,463	368,761	-	-	784,224
Capitalized interest	-	3,361	179,751	-	-	183,112
Construction	-	-	-	-	1,860,800	1,860,800
Cost of issuance	-	10,738	41,458	-	-	52,196
Due from Landowner	19,558	-	-	125,089	-	144,647
Total assets	<u>\$ 21,748</u>	<u>\$ 429,562</u>	<u>\$ 589,970</u>	<u>\$ 125,089</u>	<u>\$ 1,860,800</u>	<u>\$ 3,027,169</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 15,474	\$ -	\$ -	\$ -	\$ -	\$ 15,474
Contracts payable	-	-	-	131,301	5,038	136,339
Retainage payable	-	-	-	699,682	131,339	831,021
Due to Landowner	-	3,757	-	1,697	-	5,454
Tax payable	62	-	-	-	-	62
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>21,536</u>	<u>3,757</u>	<u>-</u>	<u>832,680</u>	<u>136,377</u>	<u>994,350</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	19,558	-	-	125,089	-	144,647
Total deferred inflows of resources	<u>19,558</u>	<u>-</u>	<u>-</u>	<u>125,089</u>	<u>-</u>	<u>144,647</u>
Fund balances:						
Restricted for:						
Debt service	-	425,805	589,970	-	-	1,015,775
Capital projects	-	-	-	(832,680)	1,724,423	891,743
Unassigned	(19,346)	-	-	-	-	(19,346)
Total fund balances	<u>(19,346)</u>	<u>425,805</u>	<u>589,970</u>	<u>(832,680)</u>	<u>1,724,423</u>	<u>1,888,172</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 21,748</u>	<u>\$ 429,562</u>	<u>\$ 589,970</u>	<u>\$ 125,089</u>	<u>\$ 1,860,800</u>	<u>\$ 3,027,169</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 25,791	\$ 336,290	8%
Total revenues	<u>-</u>	<u>25,791</u>	<u>336,290</u>	8%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	431	431	-	N/A
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	1,258	1,258	25,000	5%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	83	167	1,000	17%
Trustee***	-	-	5,500	0%
Telephone	16	33	200	17%
Postage	18	18	500	4%
Printing & binding	42	83	500	17%
Legal advertising	328	328	6,500	5%
Annual special district fee	-	175	175	100%
Insurance	-	18,177	5,500	330%
Contingencies/bank charges	44	48	500	10%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,925</u>	<u>29,633</u>	<u>102,290</u>	29%
<b>Field operations</b>				
Management	-	-	25,000	0%
Electricity/utilities	-	-	25,000	0%
Maintenance contract	-	-	65,000	0%
Landscape contingency	-	-	44,000	0%
General maintenance	-	-	75,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>234,000</u>	
Total expenditures	<u>6,925</u>	<u>29,633</u>	<u>336,290</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	(6,925)	(3,842)	-	
Fund balances - beginning	(12,421)	(15,504)	-	
Fund balances - ending	<u>\$ (19,346)</u>	<u>\$ (19,346)</u>	<u>\$ -</u>	



**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 411,991	0%
Interest	2,451	4,815	-	N/A
Total revenues	<u>2,451</u>	<u>4,815</u>	<u>411,991</u>	1%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	85,000	0%
Interest	148,187	148,186	310,830	48%
Total debt service	<u>148,187</u>	<u>148,186</u>	<u>395,830</u>	37%
<b>Other fees &amp; charges</b>				
Transfer out	-	5,858	-	N/A
Total other fees and charges	<u>-</u>	<u>5,858</u>	<u>-</u>	N/A
Total expenditures	<u>148,187</u>	<u>154,044</u>	<u>395,830</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(145,736)	(149,229)	16,161	
Fund balances - beginning	<u>571,541</u>	<u>575,034</u>	<u>560,177</u>	
Fund balances - ending	<u>\$ 425,805</u>	<u>\$ 425,805</u>	<u>\$ 576,338</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023A2  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 2,500	\$ 323
Total revenues	2,500	323
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2,500	323
Fund balances - beginning	587,470	589,647
Fund balances - ending	\$ 589,970	\$ 589,970

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Developer contribution	\$ 1,582,794	\$ 1,582,794
Interest	1,475	2,719
Total revenues	<u>1,584,269</u>	<u>1,585,513</u>
<b>EXPENDITURES</b>		
Construction Costs	<u>1,791,188</u>	<u>1,791,188</u>
Total expenditures	<u>1,791,188</u>	<u>1,791,188</u>
Excess/(deficiency) of revenues over/(under) expenditures	(206,919)	(205,675)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	5,858
Total other financing sources/(uses)	<u>-</u>	<u>5,858</u>
Net change in fund balances	(206,919)	(199,817)
Fund balances - beginning	<u>(625,761)</u>	<u>(632,863)</u>
Fund balances - ending	<u>\$ (832,680)</u>	<u>\$ (832,680)</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023A2  
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 15,694	\$ 17,787
Total revenues	15,694	17,787
<b>EXPENDITURES</b>		
Construction Costs	1,411,097	1,411,097
Total expenditures	1,411,097	1,411,097
Excess/(deficiency) of revenues over/(under) expenditures	(1,395,403)	(1,393,310)
Fund balances - beginning	3,119,826	3,117,733
Fund balances - ending	\$ 1,724,423	\$ 1,724,423

**TWISTED OAKS  
POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held a Regular Meeting on November 13, 2023 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

**Present at the meeting were:**

John Curtis	Vice Chair
Pete Williams	Assistant Secretary
Greg Beliveau	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Ashley Ligas (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:00 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2024-01, Ratifying, Confirming, and Approving the Sale of the Twisted Oaks Pointe Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and**

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**Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date**

Ms. Ligas presented Resolution 2024-01.

**On MOTION by Mr. Beliveau and seconded by Mr. Williams, with all in favor, Resolution 2024-01, Ratifying, Confirming, and Approving the Sale of the Twisted Oaks Pointe Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted**

**FOURTH ORDER OF BUSINESS**

**Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services**

- A. Affidavit of Publication**
- B. RFQ Package**
- C. Respondent(s): Morris Engineering and Consulting, LLC**
- D. Competitive Selection Criteria/Ranking**

Each Board Member completed the Competitive Selection Criteria form. Morris Engineering, the sole respondent, received a total of 100 points from each Board Member.

- E. Award of Contract**

**On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, deeming the sole respondent to the RFQ for Engineering Services, Morris Engineering and Consulting, LLC, as the #1 ranked and most responsive respondent and awarding the contract for Engineering Services to Morris Engineering and Consulting, LLC, was approved.**

78 **FIFTH ORDER OF BUSINESS**

Consideration of Responses to Request for Proposals (RFP) for Annual Audit Services

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81 **A. Affidavit of Publication**

82 **B. RFP Package**

83 **C. Respondents**

84 **I. Berger, Toombs, Elam, Gaines & Frank**

85 **II. Grau & Associates**

86 **D. Auditor Evaluation Matrix/Ranking**

87 The Board completed the Auditor Evaluation Matrix. The results are as follows:

88 Grau & Associates 95.00

89 Berger, Toombs, Elam, Gaines & Frank 77.25

90 **E. Award of Contract**

91

92 **On MOTION by Mr. Curtis and seconded by Mr. Beliveau, with all in favor,**  
93 **ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual**  
94 **Audit Services and Berger, Toombs, Elam, Gaines & Frank as #2, and awarding**  
95 **the Annual Audit Services Contract to Grau & Associates, the #1 ranked**  
96 **respondent, was approved.**

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99 **SIXTH ORDER OF BUSINESS**

Ratification of Del Zotto Products of Florida Inc., Direct Purchase Orders

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101

102 Mr. Curtis presented the following:

103 **A. Townhomes Phase 1 Project**

104 **B. Townhomes Phase 2 Project**

105 **C. Commercial Roadway Project**

106 **D. Phase 2 Project**

107

108 **On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, the**  
109 **Del Zotto Products of Florida Inc., Direct Purchase Orders for the Townhomes**  
110 **Phase 1 Project, Townhomes Phase 2 Project, Commercial Roadway Project**  
111 **and Phase 2 Project, were ratified.**

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**SEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial Statements as of September 30, 2023**

**On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, the Unaudited Financial Statements as of September 30, 2023, were accepted.**

**EIGHTH ORDER OF BUSINESS** **Approval of September 25, 2023 Public Hearings and Regular Meeting Minutes**

**On MOTION by Mr. Curtis and seconded by Mr. Williams, with all in favor, the September 25, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**NINTH ORDER OF BUSINESS** **Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): Morris Engineering and Consulting, LLC**

There were no reports from District Counsel or the District Engineer.

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

- **NEXT MEETING DATE: December 11, 2023 at 10:00 AM**
- **QUORUM CHECK**

The next meeting will be held on December 11, 2023, unless cancelled.

Supervisors Curtis, Williams and Simpson confirmed their attendance at the next meeting. Supervisor Beliveau will not be in attendance.

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

There were no Board Members' comments or requests.

**ELEVENTH ORDER OF BUSINESS** **Public Comments**

No members of the public spoke.

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151 TWELFTH ORDER OF BUSINESS

Adjournment

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**On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, the meeting adjourned at 10:08 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**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*The Villages Public Library at Pinellas Plaza  
7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 9, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>12:00 PM</b>
<b>November 13, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 11, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 8, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 12, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 11, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 8, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 13, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 10, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 8, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 12, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 9, 2024</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>