

**TWISTED OAKS
POINTE**

**COMMUNITY DEVELOPMENT
DISTRICT**

May 13, 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

May 6, 2024

ATTENDEES:

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

Board of Supervisors

Twisted Oaks Pointe Community Development District

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold a Regular Meeting on May 13, 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 Partial Acquisition Progress Documents
 - A. Phase Three
 - I. Addendum to Contract
 - II. Acquisition Bill of Sale
 - III. Acquisition Certificate
 - B. CR462
 - I. Addendum to Contract
 - II. Acquisition Bill of Sale
 - III. Acquisition Certificate
4. Ratification Item(s)
 - A. Hughes Brothers Construction Inc. Change Order(s)
 - I. No. 5: Twisted Oaks Pointe Project - Highfields Phase 1
 - II. No. 10: Twisted Oaks Pointe Project - Phase 1 Infrastructure
5. Acceptance of Unaudited Financial Statements as of March 31, 2024
6. Approval of April 8, 2024 Regular Meeting Minutes

7. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Morris Engineering and Consulting, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: June 10, 2024 at 10:00 AM
 - QUORUM CHECK

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

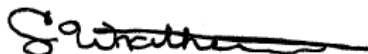
8. Board Members' Comments/Requests

9. Public Comments

10. 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

3A1

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[TWISTED OAKS POINTE PHASE THREE PROJECT]

1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement*, dated March 18, 2024 ("**Contract**") between the KL Twisted Oaks LLC ("**Developer**") and Hughes Brothers Construction Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Twisted Oaks Pointe Community Development District ("**District**"), which has an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. ACQUISITIONS. This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

3. THIRD PARTY RIGHTS. The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. INDEMNIFICATION. Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. INSURANCE AND BONDS. At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.


8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

KL TWISTED OAKS LLC


By: 
Printed Name: Jared Lybbert
Title: Authorized Signatory
Dated: April 29, 2024

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: John Curtis
Printed Name: John Curtis
Title: Chairperson Vice Chair
Dated: 4/30/2024

HUGHES BROTHERS CONSTRUCTION INC.

By: 
Printed Name: Chad Hughes
Title: Authorized Signatory
Dated: 4/29/24

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

3A11

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT – PHASE THREE PROJECT]

Payment Application # _____ Total Pay Application Amount: CDD Eligible Amount:
("Pay Application") \$ _____ \$ _____

Contractor: Hughes Brothers Construction Inc. Site Work Contract: *Contractor Agreement*,
("Contractor") dated March 18, 2024 ("Contract")

THIS BILL OF SALE is made to be effective as of the ____ day of _____, 2024, by and between **KL Twisted Oaks LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1st Street, Delray Beach, FL 33444 and **Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

KL TWISTED OAKS LLC

Name: _____
Title: _____
Date: _____

Exhibit A: Pay Application, with District Items Identified

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

3A111

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE THREE PROJECT]

Payment Application # ____ ("Pay Application")	Total Pay Application Amount: \$ _____	CDD Eligible Amount: \$ _____
Developer: KL Twisted Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated March 18, 2024 ("Contract")	Engineer's Report: <i>Restated Engineer's Report</i> , dated August 8, 2022, as restated August 10, 2023, as supplemented from time to time (together, "Engineer's Report")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated August 26, 2022.

KL TWISTED OAKS LLC

Name: _____
 Title: _____
 Date: _____

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

MORRIS ENGINEERING & CONSULTING LLC

Name: _____
 Title: _____
 Date: _____

- Exhibit A:** Payment Application, with District Items Identified
- Exhibit B:** Contractor Partial Release for Payment Application

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

3BI

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[TWISTED OAKS POINTE – CR462 IMPROVEMENTS]

1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement*, dated March 18, 2024 ("**Contract**") between the KL Twisted Oaks LLC ("**Developer**") and Hughes Brothers Construction Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Twisted Oaks Pointe Community Development District ("**District**"), which has an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. ACQUISITIONS. This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

3. THIRD PARTY RIGHTS. The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. INDEMNIFICATION. Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. INSURANCE AND BONDS. At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

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7. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

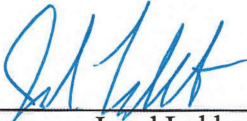
8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

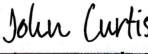
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.


KL TWISTED OAKS LLC

By: 
Printed Name: Jared Lybbert
Title: Authorized Signatory
Dated: April 29, 2024

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: John Curtis
Printed Name: John Curtis
Title: Chairperson Vice Chair
Dated: 4/30/2024

HUGHES BROTHERS CONSTRUCTION INC.

By: 
Printed Name: Chad Hughes
Title: Authorized Signatory
Dated: 4/29/24

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

3B11

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT – CR 462 PROJECT]

Payment Application # _____ Total Pay Application Amount: CDD Eligible Amount:
("Pay Application") \$ _____ \$ _____

Contractor: Hughes Brothers Construction Inc. Site Work Contract: *Contractor Agreement*,
("Contractor") dated March 18, 2024 ("Contract")

THIS BILL OF SALE is made to be effective as of the ____ day of _____, 2024, by and between **KL Twisted Oaks LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1st Street, Delray Beach, FL 33444 and **Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

KL TWISTED OAKS LLC

Name: _____
Title: _____
Date: _____

Exhibit A: Pay Application, with District Items Identified

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

3B111

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – CR 462 PROJECT]

Payment Application # ____ ("Pay Application")	Total Pay Application Amount: \$ _____	CDD Eligible Amount: \$ _____
Developer: KL Twisted Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated March 18, 2024 ("Contract")	Engineer's Report: <i>Restated Engineer's Report</i> , dated August 8, 2022, as restated August 10, 2023, as supplemented from time to time (together, "Engineer's Report")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated August 26, 2022.

KL TWISTED OAKS LLC

Name: _____
 Title: _____
 Date: _____

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

MORRIS ENGINEERING & CONSULTING LLC

Name: _____
 Title: _____
 Date: _____

- Exhibit A:** Payment Application, with District Items Identified
- Exhibit B:** Contractor Partial Release for Payment Application

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

4A1

CHANGE ORDER NO. 5

Date of Issuance: April 9, 2024 Effective Date: _____

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

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

Description: **SECO staking for PH1 infrastructure**

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$416,105.54)

Contract Price prior to this Change Order:

\$2,957,230.66

Increase/Decrease of this Change Order:

\$13,560.00

Contract Price incorporating this Change Order:

\$2,970,790.66

CHANGE IN CONTRACT TIMES:

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

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

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

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

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

RECOMMENDED BY:
MORRIS ENGINEERING & CONSULTING LLC
By: [Signature]
Title: District Engineer
Date: 4/9/24

ACCEPTED:
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
By: [Signature]
Title: Vice Chair
Date: 4/10/2024

ACCEPTED:
HUGHES BROTHERS CONSTRUCTION INC.
By: [Signature]
Title: President
Date: 4/9/24

Highfield PH 1
Change Order #5

PROJECT: Highfield PH1 Infrastructure
DATE: 4/3/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



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

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SECO LAYOUT STAKING				
New	Additional Survey Layout: SECO Staking	1.00	LS	\$ 13,560.00	\$ 13,560.00
	SUBTOTAL SECP LAYOUT STAKING				\$ 13,560.00
	TOTAL CHANGE ORDER #5				\$ 13,560.00

Note: This CO includes SECO staking for PH1 Infrastructure.

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:

John M. Curtis, Jr.
 John M. Curtis, Jr.
 I am approving this document
 2024 04 09 10:57:54 -04:00

 Owner's Representative

John Curtis

Printed Name

04/09/2024

Date

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

4A11

CHANGE ORDER NO. 10

Date of issuance: May 1, 2024 Effective Date: _____

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

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

Description: Revisions for root raking rocks.

Attachments: See attached Exhibit A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
\$9,602,520.95	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		
\$1,034,262.78	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:		
\$10,636,783.73	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
\$47,835.00	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:		
\$10,684,618.73	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:
MORRIS ENGINEERING & CONSULTING LLC
 By: [Signature]
 Title: District Engineer
 Date: 5/1/24

ACCEPTED:
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
 DocuSigned by:
[Signature]
 By: _____
 Title: vice chair
 Date: 5/7/2024

ACCEPTED:
HUGHES BROTHERS CONSTRUCTION INC.
 By: [Signature]
 Title: President
 Date: 5/1/24

**Twisted Oaks PH1 Infrastructure
Change Order #10**

PROJECT: Twisted Oaks PH1 Infrastructure
DATE: 4/30/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



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

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	EARTHWORK				
	ROOT RAKING ROCKS LOTS PH1				
New	Root Raking Lots 44-50 - Pipe Crews	7.00	EA	\$ 1,515.00	\$ 10,605.00
New	Root Raking Lots (List Below) - Service Crews	34.00	EA	\$ 1,095.00	\$ 37,230.00
	SUBTOTAL EARTHWORK				\$ 47,835.00
	TOTAL CHANGE ORDER #10				\$ 47,835.00

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

Lot List Attached:

APPROVED BY:

 Owner's Representative

 Printed Name

 Date

**Twisted Oaks PH1 Infrastructure
Change Order #10**

PROJECT: Twisted Oaks PH1 Infrastructure
DATE: 4/30/2024
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
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DIRECTED TO: Twisted Oaks Pointe Community Development District
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Note: This CO includes root raking rocks in Twisted Oaks PH1. Excludes re-stabilization.

Lot List Attached:

APPROVED BY:

 Owner's Representative

John Curtis

 Printed Name

4/30/2024

 Date

TWISTED OAKS

Phase	Plat Lot Number	Parcel Number	Address Number	Road Name	Property Owner	Lot Size	FEMA LOT	Lot Closing Date	Lot Raked & Cleared	House Start Date
1	44	D31A044	3165	Canopy Oaks Blvd	D.R. Horton	60 FT	YES	3/15/2024	4/11/2024	4/24/2024
1	45	D31A045	3169	Canopy Oaks Blvd	D.R. Horton	60 FT	YES	3/15/2024	4/11/2024	4/24/2024
1	46	D31A046	3173	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	4/11/2024	4/24/2024
1	47	D31A047	3177	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	4/11/2024	4/24/2024
1	48	D31A048	3181	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	4/11/2024	4/24/2024
1	51	D31A051	3234	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/1/2024	5/6/2024
1	52	D31A052	3230	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/1/2024	5/15/2024
1	53	D31A053	3226	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/1/2024	5/15/2024
1	41	D31A041	3153	Canopy Oaks Blvd	D.R. Horton	60 FT	YES	3/15/2024	5/2/2024	5/17/2024
1	54	D31A054	3222	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/5/2024	5/20/2024
1	55	D31A055	3218	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/5/2024	5/20/2024
1	10	D31A010	3152	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/8/2024	5/23/2024
1	11	D31A011	3148	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/8/2024	5/23/2024
1	39	D31A039	3145	Canopy Oaks Blvd	D.R. Horton	60 FT	YES	3/15/2024	5/9/2024	5/24/2024
1	40	D31A040	3149	Canopy Oaks Blvd	D.R. Horton	60 FT	YES	3/15/2024	5/9/2024	5/24/2024
1	81	D31A081	3223	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/12/2024	5/27/2024
1	82	D31A082	3231	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/12/2024	5/27/2024
1	56	D31A056	3214	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/14/2024	5/29/2024
1	57	D31A057	3210	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/14/2024	5/29/2024
1	8	D31A008	3160	Canopy Oaks Blvd	D.R. Horton	40 FT	NO	3/15/2024	5/15/2024	5/30/2024
1	12	D31A012	3144	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/15/2024	5/30/2024
1	13	D31A013	3140	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/15/2024	5/30/2024
1	80	D31A080	3215	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/19/2024	6/3/2024
1	78	D31A078	3193	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/21/2024	6/5/2024
1	79	D31A079	3205	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	5/21/2024	6/5/2024
1	58	D31A058	3206	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/26/2024	6/10/2024
1	59	D31A059	3202	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	5/26/2024	6/10/2024
1	14	D31A014	3136	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/29/2024	6/13/2024
1	15	D31A015	3132	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	5/29/2024	6/13/2024
1	38	D31A038	3141	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	5/30/2024	6/14/2024
1	76	D31A076	3179	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	6/4/2024	6/19/2024
1	77	D31A077	3183	Evenmore Way	D.R. Horton	40 FT	NO	3/15/2024	6/4/2024	6/19/2024
1	74	D31A074	3171	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	6/9/2024	6/24/2024
1	75	D31A075	3175	Evenmore Way	D.R. Horton	50 FT	NO	3/15/2024	6/9/2024	6/24/2024
1	9	D31A009	3156	Canopy Oaks Blvd	D.R. Horton	40 FT	NO	3/15/2024	6/12/2024	6/27/2024
1	16	D31A016	3128	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	6/12/2024	6/27/2024
1	17	D31A017	3124	Canopy Oaks Blvd	D.R. Horton	50 FT	NO	3/15/2024	6/12/2024	6/27/2024
1	36	D31A036	3129	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	6/13/2024	6/28/2024
1	37	D31A037	3133	Canopy Oaks Blvd	D.R. Horton	60 FT	NO	3/15/2024	6/13/2024	6/28/2024



Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

April 25, 2024

KL Twisted Oaks, LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

Attn: Mr. John Curtis
Sr. Land Development Manager

Reference: **Site Preparation Considerations**
Twisted Oaks Subdivision
U.S. Highway 301 & County Road 462
Wildwood, Sumter County, FL
UES Project No: 0210.2400037.0000
UES Report No: 2085671

Mr. Curtis:

At your request, Universal Engineering Sciences, LLC (UES) has prepared this letter to address concerns and provide site preparation considerations regarding the naturally occurring boulders which exist in some areas of the referenced site.

The near surface, native soil over the majority of the project area was sand with some subsurface boulders. During the mass grading phase of the project large boulders that were exposed were removed and not used in raising site grades. However, there were some areas of the site that were cut areas or areas that did not receive cut or fill and the potential for boulders to exist below the finished grade does exist.

A concern was raised regarding the potential for large boulders to exist directly beneath a foundation/floor slab which could cause a point loading condition that could crack/damage the foundation/floor slab. To address this concern, UES recommends lots that were in cut areas or in areas that did not require cut or fill be root raked to expose and remove any large boulders to a depth of 12 to 18 inches below the existing grade. Cobbles and gravel can be left in the soil matrix as their size would not impact the foundations/slabs. The root raked soil should then be redressed and compacted for future residential construction. During foundation construction, the Builder should probe the footings to verify that a large boulder is not present within 6 to 12 inches below the foundations. If a large boulder is encountered the Builder should remove it and the Developer should dispose of it.



Twisted Oaks Site Preparation Considerations
Wildwood, Sumter County, FL
UES Project No. 0210.2400037
UES DOCS No. 2085671

Closing

We appreciate this opportunity to be of continued service to you on this project. If you have any questions, or if we can be of further assistance, please contact us. We look forward to the opportunity to assist you during the remaining design and construction phases of this project.

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization Number 549

Keith L. Butts, P.E.
Regional Manager
Florida P.E. No. 53986

This item has been electronically signed and sealed by Keith L. Butts, PE on the date adjacent to the seal using Digital Signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2023 AA1	Debt Service Fund Series 2023 AA2	Capital Projects Fund Series 2023 AA1	Capital Projects Fund Series 2023 AA2	Total Governmental Funds
ASSETS						
Cash	\$ 5,390	\$ -	\$ -	\$ -	\$ -	\$ 5,390
Investments						
Revenue	-	94,964	-	-	-	94,964
Reserve	-	422,362	374,884	-	-	797,246
Capitalized interest	-	3,417	182,735	-	-	186,152
Construction	-	-	-	189,382	1,664	191,046
Cost of issuance	-	10,916	11,814	-	-	22,730
Due from DS 2023 AA1	-	-	1,271	-	-	1,271
Due from Landowner	18,766	-	-	34,990	1,386,337	1,440,093
Due from KL Twisted Oaks	-	308,993	-	-	-	308,993
Due from capital projects fund	430	-	-	-	-	430
Total assets	<u>\$ 24,586</u>	<u>\$ 840,652</u>	<u>\$ 570,704</u>	<u>\$ 224,372</u>	<u>\$ 1,388,001</u>	<u>\$ 3,048,315</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 18,314	\$ -	\$ -	\$ -	\$ -	\$ 18,314
Contracts payable	-	-	-	221,828	877,327	1,099,155
Retainage payable	-	-	-	542,033	274,207	816,240
Due to DS 2023 AA2	-	1,271	-	-	-	1,271
Due to Landowner	-	3,757	-	1,697	-	5,454
Due to general fund	-	-	-	430	-	430
Tax payable	92	-	-	-	-	92
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>24,406</u>	<u>5,028</u>	<u>-</u>	<u>765,988</u>	<u>1,151,534</u>	<u>1,946,956</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	18,766	308,993	-	34,990	1,386,337	1,749,086
Total deferred inflows of resources	<u>18,766</u>	<u>308,993</u>	<u>-</u>	<u>34,990</u>	<u>1,386,337</u>	<u>1,749,086</u>
Fund balances:						
Restricted for:						
Debt service	-	526,631	570,704	-	-	1,097,335
Capital projects	-	-	-	(576,606)	(1,149,870)	(1,726,476)
Unassigned	(18,586)	-	-	-	-	(18,586)
Total fund balances	<u>(18,586)</u>	<u>526,631</u>	<u>570,704</u>	<u>(576,606)</u>	<u>(1,149,870)</u>	<u>(647,727)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 24,586</u>	<u>\$ 840,652</u>	<u>\$ 570,704</u>	<u>\$ 224,372</u>	<u>\$ 1,388,001</u>	<u>\$ 3,048,315</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 50,965	\$ 336,290	15%
Total revenues	<u>-</u>	<u>50,965</u>	<u>336,290</u>	15%
EXPENDITURES				
Professional & administrative				
Supervisors	215	1,076	-	N/A
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	2,832	8,053	25,000	32%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	83	500	1,000	50%
Trustee***	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	-	48	500	10%
Printing & binding	42	250	500	50%
Legal advertising	-	464	6,500	7%
Annual special district fee	-	175	175	100%
Insurance	-	18,177	5,500	330%
Contingencies/bank charges	5	105	500	21%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>7,193</u>	<u>53,863</u>	<u>102,290</u>	53%
Field operations				
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>7,193</u>	<u>53,863</u>	<u>336,290</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(7,193)	(2,898)	-	
Fund balances - beginning	(11,393)	(15,688)	-	
Fund balances - ending	<u>\$ (18,586)</u>	<u>\$ (18,586)</u>	<u>\$ -</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 93,693	\$ 93,693	\$ 411,991	23%
Interest	1,714	11,948	-	N/A
Total revenues	<u>95,407</u>	<u>105,641</u>	<u>411,991</u>	26%
EXPENDITURES				
Debt service				
Principal	-	-	85,000	0%
Interest	-	148,186	310,830	48%
Total debt service	<u>-</u>	<u>148,186</u>	<u>395,830</u>	37%
Other fees & charges				
Transfer out	-	5,858	-	N/A
Total other fees and charges	<u>-</u>	<u>5,858</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>154,044</u>	<u>395,830</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	95,407	(48,403)	16,161	
Fund balances - beginning	<u>431,224</u>	<u>575,034</u>	<u>560,177</u>	
Fund balances - ending	<u>\$ 526,631</u>	<u>\$ 526,631</u>	<u>\$ 576,338</u>	

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

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ 1,271	\$ 1,271
Interest	2,282	10,036
Total revenues	3,553	11,307
EXPENDITURES		
Debt service		
Cost of issuance	-	30,250
Total expenditures	-	30,250
Excess/(deficiency) of revenues over/(under) expenditures	3,553	(18,943)
Fund balances - beginning	567,151	589,647
Fund balances - ending	\$ 570,704	\$ 570,704

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

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 2,003,664	\$ 7,403,971
Interest	300	3,098
Total revenues	2,003,964	7,407,069
EXPENDITURES		
Construction Costs	1,886,900	7,338,770
Total expenditures	1,886,900	7,338,770
Excess/(deficiency) of revenues over/(under) expenditures	117,064	68,299
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	5,858
Total other financing sources/(uses)	-	5,858
Net change in fund balances	117,064	74,157
Fund balances - beginning	(693,670)	(650,763)
Fund balances - ending	\$ (576,606)	\$ (576,606)

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

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ -	\$ 1,301,298
Interest	1,664	40,424
Total revenues	<u>1,664</u>	<u>1,341,722</u>
EXPENDITURES		
Construction Costs	950,996	5,596,129
Costs of issuance	13,196	13,196
Total expenditures	<u>964,192</u>	<u>5,609,325</u>
Excess/(deficiency) of revenues over/(under) expenditures	(962,528)	(4,267,603)
Fund balances - beginning	(187,342)	3,117,733
Fund balances - ending	<u>\$ (1,149,870)</u>	<u>\$ (1,149,870)</u>

**TWISTED OAKS
POINTE**

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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

Present at the meeting:

Bill Fife	Chair
John Curtis	Vice Chair
Greg Beliveau	Assistant Secretary
Pete Williams	Assistant Secretary
Troy Simpson	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:11 a.m. It was noted that the Oath of Office was administered to Mr. Fife in advance of the meeting. Supervisors Fife, Curtis, Williams and Beliveau were present. Supervisor Simpson was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2024-03,
Appointing and Removing Officers of the
District and Providing for an Effective Date**

Mr. Torres presented Resolution 2024-03.

Mr. Curtis nominated Mr. Fife for Chair. Mr. Fife nominated Mr. Curtis for Vice Chair. No other nominations were made for Chair and Vice Chair.

39 The nominated slate is as follows:

40	Chair	Bill Fife
41	Vice Chair	John Curtis
42	Assistant Secretary	Pete Williams
43	Assistant Secretary	Troy Simpson
44	Assistant Secretary	Greg Beliveau

45 No other nominations were made.

46 This Resolution removes Ms. Candice Bain from the Board. Prior appointments by the
47 Board for Secretary, Treasurer, Assistant Treasurer, and Assistant Secretary Ernesto Torres,
48 remain unaffected by this Resolution.

49

On MOTION by Mr. Beliveau and seconded by Mr. Curtis, with all in favor, Resolution 2024-06, Appointing, as nominated, and Removing Officers of the District, and Providing for an Effective Date, was adopted.

53

54

55 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2024/2025, and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date

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64 Mr. Torres presented Resolution 2024-06. He distributed an updated draft of the
65 proposed Fiscal Year 2025 budget, developed in conjunction with Mr. Fife in between meetings.
66 The draft will be updated to include the Amenity Center and Highfield, which will add an
67 additional \$190,050 to the proposed Fiscal Year 2025 budget, bringing it up to \$563,400.

68 Mr. Torres asked if estimates for the highlighted areas related to the maintenance
69 contract for dry ponds, on Page 1, are available. Mr. Curtis stated that Stephanie is working on
70 obtaining final numbers; all lawn maintenance for the first year will be rolled into the contract
71 for implementation of landscaping. He suggested utilizing the contract for Beaumont as a basis
72 for budgeting purposes. He stated that all the Highfield ponds and 80% of the CDD ponds have

73 been constructed; only lawn maintenance is needed as all ponds are dry ponds for which only
74 mowing the sides will be needed.

75 Mr. Torres stated that \$10,000 was allocated for lake maintenance at Beaumont.

76 Mr. Curtis suggested budgeting \$25,000 for landscaping. He stated there is a lease
77 payment for streetlighting; the cost is \$55 per light. Only Phases 1 and 2 will be installed
78 initially. Twisted Oaks will need 78 lights, and Highfield will need 36 lights. He asked for \$10,000
79 to be budgeted for this line item.

80 Mr. Torres stated these additions bring the proposed Fiscal Year 2025 budget to
81 \$598,400.

82 Discussion ensued regarding approximate opening dates of June 2025 and a possible
83 Developer contribution.

84

85 **On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor,**
86 **Resolution 2024-06, Approving a Proposed Budget for Fiscal Year 2024/2025, as**
87 **amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for**
88 **July 8, 2024 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375**
89 **Powell Rd., Conference Room 162, Wildwood, Florida 34785; Addressing**
90 **Transmittal, Posting and Publication Requirements; Addressing Severability;**
91 **and Providing for an Effective Date, was adopted.**

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94 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2024-07,
Designating a Date, Time, and Location for
Landowners’ Meeting; Providing for
Publication, Providing for an Effective Date

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99 **On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor,**
100 **Resolution 2024-07, Designating a Date, Time, and Location of November 5,**
101 **2024 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell**
102 **Rd., Conference Room 162, Wildwood, Florida 34785, for a Landowners’**
103 **Meeting; Providing for Publication, Providing for an Effective Date, was**
104 **adopted.**

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107 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2024-08, Designating
Dates, Times and Locations for Regular Meetings
of the Board of Supervisors of the District for

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Fiscal Year 2024/2025 and Providing for an Effective Date

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Mr. Torres presented Resolution 2024-08.
The following will be inserted into the Fiscal Year 2025 Meeting Schedule:
DATE: October 5, 2024 and November 5, 2024
TIME: 10:00 AM

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On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, Resolution 2024-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Ratification Items

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Mr. Torres presented the following:

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- A. Hughes Brothers Construction Inc. Change Order(s)**
 - I. No. 7: Twisted Oaks Pointe Project - Highfields Mass Grading**

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MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, Hughes Brothers Construction Inc., Change Order No. 7, was ratified.

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EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 29, 2024

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On MOTION by Mr. Williams and seconded by Mr. Curtis, with all in favor, the Unaudited Financial Statements as of February 29, 2024, were accepted.

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NINTH ORDER OF BUSINESS

Approval of March 22, 2024 Regular Meeting Minutes

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On MOTION by Mr. Beliveau and seconded by Mr. Williams, with all in favor, the March 22, 2024 Regular Meeting Minutes, as presented, were approved.

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TENTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: Kutak Rock LLP

There was no report.

B. District Engineer: Morris Engineering and Consulting, LLC

Mr. Curtis stated that the Phase 1 and Phase 2 townhomes were completed. Final plats should be approved in May or June, after which lot closings can begin.

Mr. Simpson joined the meeting at 10:27 a.m.

Mr. Curtis reported that CR-462 construction will begin when the Maintenance of Traffic (MOT) plan is reapproved, which will also allow completion of the 462 Extension. Florida Department of Transportation (FDOT) approval of the connection to US-301 will hopefully be approved within the next two to three months. The commercial access road has been completed and connections to US-301 are pending.

Mr. Curtis stated the project looks great. He recommended the Board and Staff drive through. He stated that Park Square and Pulte have, or are, in the process of purchasing lots.

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

- **NEXT MEETING DATE: May 13, 2024 at 10:00 AM**
 - **QUORUM CHECK**

All Supervisors confirmed their attendance at the May 13, 2024 meeting. Mr. Curtis noted that some additional contracts will be presented for ratification at that time.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Curtis and seconded by Mr. Williams, with all in favor, the meeting adjourned at 10:28 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

William "Bill" Keen, Supervisor of Elections

Sumter County, Florida

• elections.sumtercountyfl.gov • electioninfo@sumtercountyfl.gov • (352) 569-1540 • Fax (352) 569-1541



April 19, 2024

To: Daphne Gillyard:

As of April 15, 2024 there were 0 registered voters in the Twisted Oaks Pointe Community Development District.

If you have any questions, please feel free to call our office at (352) 569-1540 or email us at electioninfo@sumtercountyfl.gov

Sincerely,

William "Bill" Keen
Supervisor of Elections
Sumter County

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*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2023 CANCELED	Regular Meeting	12:00 PM
November 13, 2023	Regular Meeting	10:00 AM
December 11, 2023 CANCELED	Regular Meeting	10:00 AM
January 8, 2024	Regular Meeting	10:00 AM
February 12, 2024 CANCELED	Regular Meeting	10:00 AM
March 11, 2024 CANCELED	Regular Meeting	10:00 AM
March 22, 2024	Regular Meeting	2:00 PM
April 8, 2024	Regular Meeting	10:00 AM
May 13, 2024	Regular Meeting	10:00 AM
June 10, 2024	Regular Meeting	10:00 AM
July 8, 2024	Regular Meeting	10:00 AM
August 12, 2024	Regular Meeting	10:00 AM
September 9, 2024	Regular Meeting	10:00 AM