

TWISTED OAKS POINTE

**COMMUNITY DEVELOPMENT
DISTRICT**

April 14, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Twisted Oaks Pointe Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

April 7, 2025

Board of Supervisors

Twisted Oaks Pointe Community Development District

ATTENDEES:

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

Note: Meeting Location

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold a Regular Meeting on April 14, 2025 at 10:00 a.m., at Wildwood Community Center, 6500 Powell Road, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor Greg Beliveau [Seat 5] *(the following to be provided in separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date
5. Discussion: Fiscal Year 2025 Meeting Schedule
6. Consideration of Board of County Commissioners of Sumter County Interlocal Maintenance Agreement
7. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
8. Ratification Items
 - A. Hughes Brothers Construction, Inc. Dirt Purchase Agreement
 - B. Hughes Brothers Construction, Inc. Change Order No. 14 [Highfields Phase 1]

9. Acceptance of Unaudited Financial Statements as of February 28, 2025

10. Approval of Minutes

- A. February 10, 2025 Landowners' Meeting
- B. February 10, 2025 Regular Meeting

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Morris Engineering and Consulting, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 12, 2025 at 10:00 AM [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	STEPHANIE VAUGHN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	PETE WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KARA DISOTELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	GREG BELIVEAU	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

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

Sincerely,



Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective February 10, 2025:

William Fife is elected Chair

Stephanie Vaughn is elected Vice Chair

Pete Williams is elected Assistant Secretary

Kara Disotell is elected Assistant Secretary

Greg Beliveau is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 10, 2025:

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

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2025.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
<p style="text-align: center;">LOCATION</p> <p style="text-align: center;"><i>The Villages Public Library at Pinellas Plaza</i> 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785 ¹Wildwood Community Center, 6500 Powell Road, Wildwood, Florida 34785 ²Location to be determined</p>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024* CANCELED	Regular Meeting	10:00 AM
November 5, 2024 CANCELED	Landowners' Meeting	10:00 AM
November 12, 2024** CANCELED	Regular Meeting	10:00 AM
December 9, 2024	Regular Meeting	10:00 AM
January 13, 2025 CANCELED	Landowners' Meeting	10:00 AM
January 13, 2025 CANCELED	Regular Meeting	10:00 AM
February 10, 2025	Landowners' Meeting	10:00 AM
February 10, 2025	Regular Meeting	10:00 AM
March 10, 2025 CANCELED	Regular Meeting	11:30 AM
April 14, 2025 ¹	Regular Meeting	10:00 AM
May 12, 2025	Regular Meeting	10:00 AM
June 9, 2025	Regular Meeting	10:00 AM
July 14, 2025	Regular Meeting	10:00 AM
August 11, 2025	Regular Meeting	10:00 AM
September 8, 2025	Regular Meeting	10:00 AM

Exceptions

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

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

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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INTERLOCAL MAINTENANCE AGREEMENT

THIS INTERLOCAL MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY**, a political subdivision of the State of Florida, with a mailing address of _____ ("**County**"), and **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government formed pursuant to Chapter 190, *Florida Statutes*, with an address of c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**," together with County "**Parties**").

RECITALS

WHEREAS, the District is a special-purpose government established for the purpose of constructing, installing, acquiring, operating, maintaining, repairing and replacing public improvements, including but not limited to landscape and irrigation improvements, for the Twisted Oaks Pointe development; and

WHEREAS, certain rights-of-way ("**ROW**") that are adjacent to the District, and identified in **Exhibit A**, include landscape and irrigation improvements (together, "**Improvements**") that the Parties desire for the District to maintain; and

WHEREAS, the ROW were dedicated to Sumter County by that certain plat recorded in the Sumter County Official Records, Plat Book __, Pages ____ ("**Plat**"); and

WHEREAS, the County and the developer entered into that certain *Road Impact Fee Credit Agreement for Realignment of County Road CR-462 and Intersection Improvements of CR-462 and US 301*, dated June 28, 2022 ("**Agreement**"), which Agreement at Section 4(d) provides that the maintenance responsibilities for the ROW landscaping and irrigation improvements may be maintained by the District; and

WHEREAS, the District has determined that maintenance of the Improvements will provide a special benefit to the owners of real estate located within the District, and will ensure that the Improvements are maintained in accordance with an upgraded aesthetic design; and

WHEREAS, the County, through its Public Works Department, does not and is not obligated to provide the type of maintenance on the Improvements required under the Agreement; and

WHEREAS, the District and County desire to enter into an agreement to provide for the maintenance of the Improvements located in the public ROW.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto do mutually agree as follows:

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

2. **District Maintenance**. The District is permitted, in appropriate coordination with the County, to access and occupy the publicly dedicated ROW per the Plat to perform all activities necessary

for the maintenance of the Improvements identified in **Exhibit A**. The Improvements (i.e., landscaping and irrigation improvements) along the portion of CR 462 as identified in **Exhibit A** are the sole responsibility of the District.

3. County Maintenance. The County shall continue to be responsible for maintenance of street improvements, including but not limited to the roadway asphalt and bed, inlets, curbs, sidewalks, signage, striping, etc. (i.e., everything except for the Improvements). The District may also install and operate street lights within the ROW, provided however that the County shall reimburse the District for any expenses related to such street lights.

4. Emergency Repairs. In the event County first discovers the existence of any emergency deficiencies, County shall have the right, but not the obligation, to remediate such emergency deficiencies without first notifying the District.

5. Permissive Use. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the County's ROW resulting from this Agreement shall remain property of the County. Neither the granting of the permission to use the County ROW nor the placing of facilities upon the County property shall operate to create or vest any property right to or in the District, except as may otherwise be provided in separate agreements. District shall not acquire any right, title, interest or estate in County ROW, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, District's use or maintenance of County ROW. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

6. Standards. District shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Florida Department of Transportation ("FDOT") and local governmental entities.

7. Insurance. District, and/or its contractors working in the County ROW, shall possess insurance coverage, naming County as additional insured and insuring County against any and all claims for injury or damage to persons and property and for the loss of life or property that may occur (directly or indirectly) by reason of District or its contractors, as the case may be, accessing County's ROW and such party's performance within the County ROW. Prior to commencement of maintenance under this Agreement, and on such other occasions as County may reasonably require, District shall provide County with certificates documenting that the required insurance coverage with District and contractors is in place and effective.

8. Indemnification. District, and its contractors, shall indemnify and hold harmless County and its officers and employees from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of District, or its contractors and other persons employed or utilized by District in the performance of this Agreement. Nothing provided for herein shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. The Parties shall notify each other in writing immediately upon becoming aware of such liabilities. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the

County and such insurance coverage shall not be deemed a limitation of the indemnities to the County set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

9. **Public Records Law.** The Parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, *Florida Statutes*.

10. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Agreement shall initially have a perpetual term but may be terminated by either party on 180 days written notice.

11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 769.28, *Florida Statutes*.

12. **Entire Agreement.** The Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

13. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie solely and exclusively in a state court of competent jurisdiction in and for Sumter County, Florida.

14. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

16. **Waiver.** The failure of either Party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

17. **Assignment.** This Agreement may not be assigned without the written consent of the Parties.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

19. Resolution of Conflicts. For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, the Parties shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute. Prior to filing suit in a court of law, as a condition precedent, the parties shall participate in mediation conducted by a Florida Supreme Court Certified Circuit Civil mediator within thirty (30) days of written request by a party. The Parties shall equally bear the costs of mediation. If a resolution cannot be reached at mediation, either Party shall have the right to commence an action in court.

20. Effective Date. This Agreement shall become effective when all parties have signed the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the day and year written below.

**BOARD OF COUNTY COMMISSIONERS SUMTER
COUNTY**

BY: _____
Name: _____
Title: _____
Date: _____

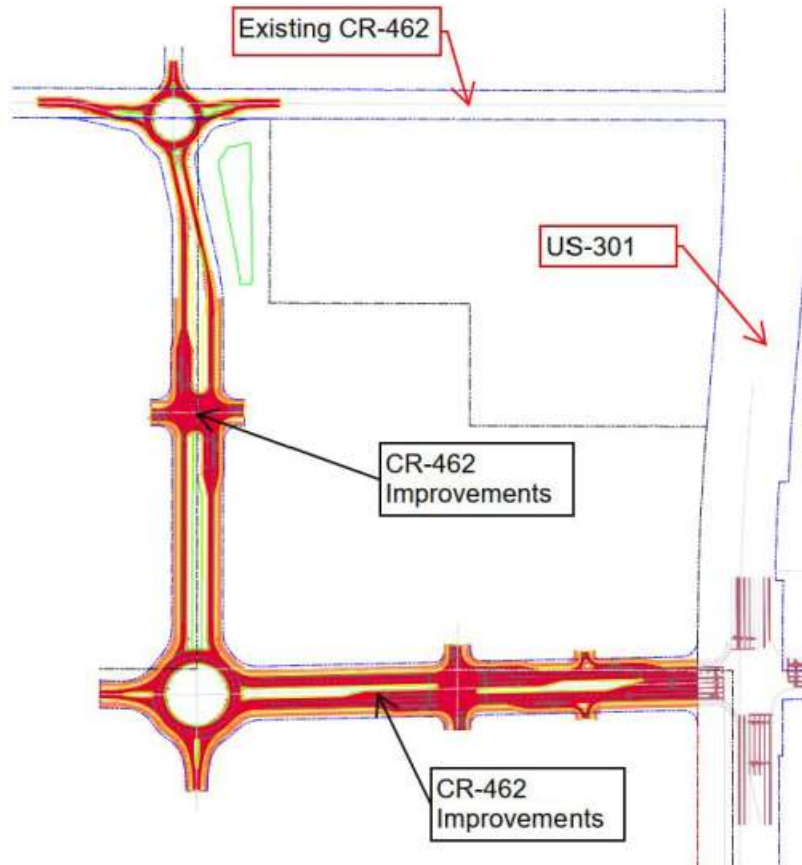
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

EXHIBIT "E"

CR-462 Improvements



TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Twisted Oaks Pointe Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of April, 2025.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

Twisted Oaks Pointe

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: 04/14/2025

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

February 7, 2025

Chad Hughes
Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, Florida 34785

Dear Chad,

We understand that Hughes Brothers Construction, Inc. ("**Contractor**") would like to purchase and remove already excavated fill dirt from a stock pile owned by the Twisted Oaks Pointe Community Development District ("**District**"), and located on District property. The District agrees to sell not-to-exceed 76,000 cubic yards of the Dirt to the Contractor at a price of \$3.50 per cubic yard ("**Purchase Price**"). The Contractor shall account for the amount of Dirt removed and provide a record of the same to the District. In exchange for the sale of the Dirt to the Contractor, the Contractor agrees to pay the Purchase Price to the District, within 30 days of completing the fill dirt removal.


If the Contractor is in agreement with these terms, please sign and return a copy of this letter agreement to my office at the address above. Thank you for your assistance with this matter.

Sincerely,



Ernesto Torres
District Manager

HUGHES BROTHERS CONSTRUCTION, INC.


By: Chad Hughes
Its: President

cc: KL Twisted Oaks LLC

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

CHANGE ORDER NO. 14Date of Issuance: April 2, 2025 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, 2023Contractor: **Hughes Brothers Construction Inc.** Architect's/Engineer's Project No.: _____

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

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

Original Contract Price:

\$3,373,336.20

Increase/Decrease from prior Change Orders:

(\$203,656.69)

Contract Price prior to this Change Order:

\$3,169,679.51

Increase/Decrease of this Change Order:

\$6,180.75

Contract Price incorporating this Change Order:

\$3,175,860.26**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: **4/1/25**ACCEPTED:
**TWISTED OAKS POINTE COMMUNITY
DEVELOPMENT DISTRICT**By: Title: **Vice Chairman**Date: **4-5-25**ACCEPTED:
**HUGHES BROTHERS CONSTRUCTION
INC.**By: Title: **President**Date: **4/2/25**

Highfield PH1
Change Order #14

PROJECT: Highfield PH1 Infrastructure
DATE: 3/25/2025
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



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

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	LANDSCAPING & IRRIGATION WATER METERS				
New	COW Meter #704355 JANUARY Reading (1037 Gal)	1.00	LS	\$ 3,894.30	\$ 3,894.30
New	COW Meter #888141 JANUARY Reading (387 Gal)	1.00	LS	\$ 1,386.45	\$ 1,386.45
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS				\$ 5,280.75
	ROADWAY				
New	F&I 36" PEDESTRIAN CROSSING SIGNS	4.00	EA	\$ 225.00	\$ 900.00
	SUBTOTAL ROADWAY				\$ 900.00
	TOTAL CHANGE ORDER #14				\$ 6,180.75

Note: This CO includes landscaping & irrigation water meters as well as missing pedestrian crossing signs.

APPROVED BY:

Owner's Representative

Printed Name

Date

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund Series 2023 AA1	Debt Service Fund Series 2023 AA2	Debt Service Fund Series 2024	Capital Projects Fund Series 2023 AA1	Capital Projects Fund Series 2023 AA2	Capital Projects Fund Series 2024	Total Governmental Funds
ASSETS								
Cash	\$ 122,511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,511
Investments								
Revenue	-	401,422	356,834	-	-	-	-	758,256
Reserve	-	419,675	373,853	694,802	-	-	-	1,488,330
Capitalized interest	-	81	42	294,952	-	-	-	295,075
Construction	-	-	-	-	28,808	8	5,848,513	5,877,329
Cost of issuance	-	11,399	12,336	10,693	-	-	-	34,428
Sinking	-	24	-	-	-	-	-	24
Undeposited funds	48,094	-	-	-	1,555	-	-	49,649
Due from CPF 2023	32,890	-	-	-	-	-	-	32,890
Due from DS 2023 AA1	-	-	1,271	-	-	-	-	1,271
Due from Landowner	183	-	-	-	-	-	-	183
Due from KL Highfield	-	-	221,254	-	-	-	-	221,254
Due from Pulte Group	-	-	3,177	-	-	-	-	3,177
Due from general fund	-	185	-	-	38,250	17,485	-	55,920
Due from capital projects fund	-	-	-	-	3,248	-	-	3,248
Due from other governments	-	-	-	-	1,555	-	-	1,555
Total assets	<u>\$ 203,678</u>	<u>\$832,786</u>	<u>\$968,767</u>	<u>\$1,000,447</u>	<u>\$ 73,416</u>	<u>\$ 17,493</u>	<u>\$5,848,513</u>	<u>\$ 8,945,100</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 6,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,820
Contracts payable	-	-	-	-	34,768	17,493	25	52,286
Retainage payable	-	-	-	-	-	61,513	-	61,513
Due to DS 2023 AA1	185	-	-	-	-	-	-	185
Due to DS 2023 AA2	-	1,271	-	-	-	-	-	1,271
Due to CPF 2023A2	17,485	-	-	-	-	-	3,248	20,733
Due to general fund	-	-	-	-	32,890	-	-	32,890
Due to capital projects fund	38,250	-	-	-	-	-	-	38,250
Tax payable	30	-	-	-	-	-	-	30
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>68,770</u>	<u>1,271</u>	<u>-</u>	<u>-</u>	<u>67,658</u>	<u>79,006</u>	<u>3,273</u>	<u>219,978</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	183	-	224,431	-	-	-	-	224,614
Unearned Revenue	12,807	-	10,229	-	-	-	-	23,036
Total deferred inflows of resources	<u>12,990</u>	<u>-</u>	<u>234,660</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>247,650</u>
Fund balances:								
Restricted for:								
Debt service	-	831,515	734,107	1,000,447	-	-	-	2,566,069
Capital projects	-	-	-	-	5,758	(61,513)	5,845,240	5,789,485
Unassigned	121,918	-	-	-	-	-	-	121,918
Total fund balances	<u>121,918</u>	<u>831,515</u>	<u>734,107</u>	<u>1,000,447</u>	<u>5,758</u>	<u>(61,513)</u>	<u>5,845,240</u>	<u>8,477,472</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 203,678</u>	<u>\$832,786</u>	<u>\$968,767</u>	<u>\$1,000,447</u>	<u>\$ 73,416</u>	<u>\$ 17,493</u>	<u>\$5,848,513</u>	<u>\$ 8,945,100</u>
Total liabilities and fund balances	<u>\$ 203,678</u>	<u>\$832,786</u>	<u>\$968,767</u>	<u>\$1,000,447</u>	<u>\$ 73,416</u>	<u>\$ 17,493</u>	<u>\$5,848,513</u>	<u>\$ 8,945,100</u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 95,134	\$ -	N/A
Assessment levy: off-roll	38,762	116,287	257,885	45%
Lot closing assessment	2,132	16,244		
Landowner contribution	-	132,912	336,915	39%
Total revenues	<u>40,894</u>	<u>360,577</u>	<u>594,800</u>	61%
EXPENDITURES				
Professional & administrative				
Supervisors	215	215	4,000	5%
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	1,828	8,977	25,000	36%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent**	83	417	1,000	42%
Trustee***	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	49	124	500	25%
Printing & binding	42	208	500	42%
Legal advertising	-	257	6,500	4%
Annual special district fee	-	175	175	100%
Insurance	-	18,930	5,500	344%
Contingencies/bank charges	80	439	500	88%
Website				
Hosting & maintenance	-	705	705	100%
EMMA - Software Services	-	4,500	-	N/A
ADA compliance	-	210	210	100%
Tax Collector	-	1,901	-	N/A
Total professional & administrative	<u>6,314</u>	<u>57,141</u>	<u>106,290</u>	54%
Field operations				
Management	1,000	2,500	12,960	19%
Stomwater management				
Maintenance contract dry ponds	-	-	25,000	0%
Wetland maintenance	-	-	10,000	0%
Repair/maintenace/pressure washing	-	-	5,000	0%
Electrict/utilities	27,665	54,945	25,000	220%
Landscape maintenance	41,173	124,073	100,000	124%
Landscape contingency	-	-	10,000	0%
Irrigation repairs	-	-	5,000	0%
General maintenance	-	-	7,500	0%
Dog waste stations	-	-	4,000	0%
Total field operations	<u>69,838</u>	<u>181,518</u>	<u>204,460</u>	89%

Amenity center - Highfield

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Internet & cable	-	-	2,500	0%
Electric	-	-	5,000	0%
Water/irrigation	-	-	5,000	0%
Potable water	-	-	10,000	0%
Alarm monitoring	-	-	900	0%
Monitoring	-	-	6,000	0%
Access cards	-	-	400	0%
Facility management	-	-	50,000	0%
Landscape maintenance	-	-	40,000	0%
Landscape contingency	-	-	3,000	0%
Pool service	-	-	10,800	0%
Janitorial services	-	-	6,000	0%
Janitorial supplies	-	-	5,000	0%
Fitness equipment lease	-	-	750	0%
Pest control	-	-	500	0%
Special events	-	-	5,000	0%
Fitness center repairs/supplies	-	-	600	0%
Insurance: property	-	-	35,000	0%
Amenity center - Twisted	-	-	-	-
Internet & cable	-	-	1,000	0%
Electric	-	-	2,000	0%
Water/irrigation	-	-	2,000	0%
Potable water	-	-	4,000	0%
Alarm monitoring	-	-	400	0%
Monitoring	-	-	2,400	0%
Access cards	-	-	200	0%
Facility management	-	-	20,000	0%
Landscape maintenance	-	-	16,000	0%
Landscape contingency	-	-	1,600	0%
Pool service	-	-	5,000	0%
Janitorial services	-	-	2,400	0%
Janitorial supplies	-	-	2,000	0%
Fitness equipment lease	-	-	200	0%
Pest control	-	-	200	0%
Special events	-	-	3,000	0%
Fitness center repairs/supplies	-	-	200	0%
Insurance: property	-	-	35,000	0%
Total amenity center	-	-	284,050	-
Total expenditures	76,152	238,659	594,800	40%
Excess/(deficiency) of revenues over/(under) expenditures	(35,258)	121,918	-	
Fund balances - beginning	157,176	-	-	
Fund balances - ending	<u>\$ 121,918</u>	<u>\$ 121,918</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 FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 277,902	\$ -	N/A
Assessment levy: off-roll	-	-	411,991	0%
Assessment prepayments	-	11,565	-	N/A
Interest	2,852	12,432	-	N/A
Total revenues	<u>2,852</u>	<u>301,899</u>	<u>411,991</u>	73%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Interest	-	160,731	321,463	50%
Total debt service	<u>-</u>	<u>160,731</u>	<u>411,463</u>	39%
Other fees & charges				
Tax collector	-	5,555	-	N/A
Total other fees and charges	<u>-</u>	<u>5,555</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>166,286</u>	<u>411,463</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	2,852	135,613	787	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(10,457)	(258)	4053%
Total other financing sources	<u>-</u>	<u>(10,457)</u>	<u>(258)</u>	4053%
Net change in fund balances	2,852	125,156	787	
Fund balances - beginning	828,663	706,359	595,571	
Fund balances - ending	<u>\$ 831,515</u>	<u>\$ 831,515</u>	<u>\$ 596,358</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 FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	367,003	0%
Assessment prepayments	109,884	337,712	-	N/A
Interest	1,707	7,850	-	N/A
Total revenues	<u>111,591</u>	<u>345,562</u>	<u>367,003</u>	94%
EXPENDITURES				
Debt service				
Principal	-	-	65,000	0%
Cost of issuance	-	-	300,944	0%
Interest	-	150,472	-	N/A
Total expenditures	<u>-</u>	<u>150,472</u>	<u>365,944</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	111,591	195,090	1,059	18422%
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(9,306)	-	N/A
Total other financing sources	<u>-</u>	<u>(9,306)</u>	<u>-</u>	N/A
Net change in fund balances	111,591	185,784	1,059	
Fund balances - beginning	622,516	548,323	553,651	
Fund balances - ending	<u>\$ 734,107</u>	<u>\$ 734,107</u>	<u>\$ 554,710</u>	

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3,434	\$ 20,568
Total revenues	<u>3,434</u>	<u>20,568</u>
EXPENDITURES		
Debt service		
Interest	-	296,615
Total debt service	<u>-</u>	<u>296,615</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,434	(276,047)
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(12,674)
Total other financing sources	<u>-</u>	<u>(12,674)</u>
Net change in fund balances	3,434	(288,721)
Fund balances - beginning	997,013	1,289,168
Fund balances - ending	<u><u>\$ 1,000,447</u></u>	<u><u>\$ 1,000,447</u></u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 AA1
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 77,756	\$ 184,474
Interest	156	11,184
Total revenues	<u>77,912</u>	<u>195,658</u>
EXPENDITURES		
Construction Costs	<u>33,213</u>	<u>183,542</u>
Total expenditures	<u>33,213</u>	<u>183,542</u>
Excess/(deficiency) of revenues over/(under) expenditures	44,699	12,116
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>13,158</u>
Total other financing sources/(uses)	<u>-</u>	<u>13,158</u>
Net change in fund balances	44,699	25,274
Fund balances - beginning	<u>(38,941)</u>	<u>(19,516)</u>
Fund balances - ending	<u><u>\$ 5,758</u></u>	<u><u>\$ 5,758</u></u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 AA2
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 17,485	\$ 87,247
Interest	8	8,595
Total revenues	<u>17,493</u>	<u>95,842</u>
EXPENDITURES		
Construction Costs	<u>17,493</u>	<u>95,339</u>
Total expenditures	<u>17,493</u>	<u>95,339</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	503
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	9,306
Transfer out	-	(2,701)
Total other financing sources/(uses)	<u>-</u>	<u>6,605</u>
Fund balances - beginning	<u>(61,513)</u>	<u>(68,621)</u>
Fund balances - ending	<u><u>\$ (61,513)</u></u>	<u><u>\$ (61,513)</u></u>

**TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 20,171	\$ 122,451
Total revenues	<u>20,171</u>	<u>122,451</u>
EXPENDITURES		
Construction Costs	-	726,406
Total expenditures	<u>-</u>	<u>726,406</u>
Excess/(deficiency) of revenues over/(under) expenditures	20,171	(603,955)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	12,674
Total other financing sources/(uses)	<u>-</u>	<u>12,674</u>
Fund balances - beginning	5,825,069	6,436,521
Fund balances - ending	<u>\$ 5,845,240</u>	<u>\$ 5,845,240</u>

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES
A**

DRAFT

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

A Landowners' Meeting of the Twisted Oaks Pointe Community Development District was held on February 10, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

Present:

Ernesto Torres	District Manager
William Fife	Chair/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:03 a.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' meeting.

Mr. Torres stated that Mr. William Fife is the designated Proxy Holder for the Landowner, KL Twisted Oaks, LLC, who owns 357.911 acres, equating to 358 voting units, and 151 platted units, equating to 151 voting units, for a total of 509 voting units. Mr. Fife is eligible to cast up to 509 votes per Seat.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3, 4, 5]

A. Nominations

Mr. Fife nominated the following:

36 Seat 3 Pete Williams
37 Seat 4 Kara Disotell
38 Seat 5 Greg Beliveau
39 No other nominations were made.

40 **B. Casting of Ballots**

41 • **Determine Number of Voting Units Represented**

42 A total of 509 voting units were represented.

43 • **Determine Number of Voting Units Assigned by Proxy**

44 All 509 voting units were assigned by proxy to Mr. Fife.

45 Mr. Fife cast the following votes:

46 Seat 3 Pete Williams 509 votes

47 Seat 4 Kara Disotell 509 votes

48 Seat 5 Greg Beliveau 500 votes

49 **C. Ballot Tabulation and Results**

50 Mr. Torres reported the following ballot tabulation, results and term lengths:

51 Seat 3 Pete Williams 509 votes 4-Year Term

52 Seat 4 Kara Disotell 509 votes 4-Year Term

53 Seat 5 Greg Beliveau 500 votes 2-Year Term

54

55 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

56

57 There were no Landowners' questions or comments.

58

59 **SIXTH ORDER OF BUSINESS**

Adjournment

60

61 There being nothing further to discuss, the meeting adjourned at 10:06 a.m.

62

63

64 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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70 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES
B**

DRAFT

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

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held a Regular Meeting on February 10, 2025, immediately following the adjournment of the Landowners' meeting scheduled to commence at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

Present:

Bill Fife	Chair
Stephanie Vaughn	Vice Chair
Kara Disotell	Assistant Secretary
Pete Williams	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 10:08 a.m.

Supervisors Fife and Vaughn and Supervisors-Elect Williams and Disotell were present. Supervisor-Elect Beliveau was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [Seats 3, 4 and 5] (the following to be provided in separate package)

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Kara Disotell and Mr. Pete Williams. Ms. Disotell and Mr. Williams are familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing an Effective Date

Mr. Torres presented Resolution 2025-03. The results of the Landowners' Election will be inserted into Sections 1 and 2. The Landowners' Election results were as follows:

Seat 3	Pete Williams	509 votes	4-Year Term
Seat 4	Kara Disotell	509 votes	4-Year Term
Seat 5	Greg Beliveau	500 votes	2-Year Term

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Torres presented Resolution 2025-04. Mr. Williams nominated the following:

William Fife

Chair

72 Stephanie Vaughn Vice Chair
73 Peter Williams Assistant Secretary
74 Kara Disotell Assistant Secretary
75 Greg Beliveau Assistant Secretary
76 The following prior appointments by the Board remain unchanged by this Resolution:
77 Craig Wrathell Secretary
78 Ernesto Torres Assistant Secretary
79 Craig Wrathell Treasurer
80 Jeff Pinder Assistant Treasurer

81

82 **On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor,**
83 **Resolution 2025-04, Electing, as nominated, and Removing Officers of the**
84 **District, and Providing for an Effective Date, was adopted.**

85

86

87 **SIXTH ORDER OF BUSINESS**

**Consideration of Hughes Brothers
Construction, Inc. Change Orders**

88

89
90 Mr. Torres presented the following:

- 91 **A. Change Order #12 Highfield PH1**
92 **B. Change Order #18 PH1 Infrastructure**
93 **C. Change Order #5 Townhomes PH1 Infrastructure**
94 **D. Change Order #8 PH2 Infrastructure**

95

96 **On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor,**
97 **Hughes Brothers Construction, Inc. Change Orders #12, #18, #5 and #8, as**
98 **listed, were approved.**

99

100

101 **SEVENTH ORDER OF BUSINESS**

**Consideration of City of Wildwood
Interlocal Agreement Regarding
Maintenance of Storm Inlets**

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Mr. Earlywine presented the City of Wildwood Interlocal Agreement Regarding Maintenance of Storm Inlets related to maintenance of the adjacent commercial and multi-family parcels.

Discussion ensued regarding easements, the Cost Share Agreement, whether a POA will be established and methods of payments.

It was noted that the grand opening for the commercial portions will be held on April 16, 2025; the multi-family parcels will likely not be occupied until 2026.

On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor, the City of Wildwood Interlocal Agreement Regarding Maintenance of Storm Inlets, was approved.

EIGHTH ORDER OF BUSINESS

Ratification Item(s)

Mr. Torres presented the following:

- A. Pulte Home Company, LLC Letter Agreement for Access for Installation of Landscaping**
- B. Yellowstone Landscape Southeast, LLC Landscape & Irrigation Services Agreement**

On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Pulte Home Company, LLC Letter Agreement for Access for Installation of Landscaping and the Yellowstone Landscape Southeast, LLC Landscape & Irrigation Services Agreement, were ratified.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2024

Mr. Williams stated that he is aware that the landscape maintenance is trending high.

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

TENTH ORDER OF BUSINESS

Approval of Minutes

A. November 22, 2024 Special Public Meeting

B. December 9, 2024 Regular Meeting

On MOTION by Mr. Williams and seconded Ms. Disotell, with all in favor, the November 22, 2024 Special Public Meeting Minutes and the December 9, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Earlywine stated the insurance carrier engaged an Engineer to survey and inspect the CDD's lights. They were categorized in three categories and two were deemed uninsurable. He suggested inspecting them to ensure they are in good condition.

Discussion ensued regarding the lighting contractor's assurances that it would self-insure or provide insurance for the lights. Ms. Julie Cox is researching this.

B. District Engineer: Morris Engineering and Consulting, LLC

There was no report.

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

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

- QUORUM CHECK

The next meeting will be held on March 10, 2025, unless canceled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Fife and seconded by Ms. Vaughn, with all in favor, the meeting adjourned at 10:26 a.m.

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178 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**TWISTED OAKS
POINTE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
<p style="text-align: center;">LOCATION</p> <p style="text-align: center;"><i>The Villages Public Library at Pinellas Plaza</i> 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785 ¹Wildwood Community Center, 6500 Powell Road, Wildwood, Florida 34785 ²Location to be determined</p>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024* CANCELED	Regular Meeting	10:00 AM
November 5, 2024 CANCELED	Landowners' Meeting	10:00 AM
November 12, 2024** CANCELED	Regular Meeting	10:00 AM
December 9, 2024	Regular Meeting	10:00 AM
January 13, 2025 CANCELED	Landowners' Meeting	10:00 AM
January 13, 2025 CANCELED	Regular Meeting	10:00 AM
February 10, 2025	Landowners' Meeting	10:00 AM
February 10, 2025	Regular Meeting	10:00 AM
March 10, 2025 CANCELED	Regular Meeting	11:30 AM
April 14, 2025 ¹	Regular Meeting	10:00 AM
May 12, 2025	Regular Meeting	10:00 AM
June 9, 2025	Regular Meeting	10:00 AM
July 14, 2025	Regular Meeting	10:00 AM
August 11, 2025	Regular Meeting	10:00 AM
September 8, 2025	Regular Meeting	10:00 AM

Exceptions

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

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