TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT
DISTRICT

May 12, 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

May 5, 2025

ATTENDEES:

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

Board of Supervisors Twisted Oaks Pointe Community Development District

Note: Meeting Location

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold a Regular Meeting on May 12, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to 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. Consideration of Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2025/2026, and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
- 6. Discussion: Fiscal Year 2026 Meeting Schedule [Coincide with Kolter District Meetings]

- Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 8. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 9. Discussion: Cost Sharing Agreements for Multi-Family and Commercial Parcels
- 10. Consideration of Resolution 2025-08, to Designate the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Amenity Facilities; and Providing an Effective Date
- 11. Consideration of Resolution 2025-09, to Designate the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement; and Providing an Effective Date

12. Ratification Items

- A. The City of Wildwood, Florida Interlocal Agreement for Operation and Maintenance
- B. Hughes Brothers Construction, Inc. Items
 - I. Dirt Purchase Agreement
 - II. Change Orders
 - a. No. 13 [Highfields Phase 1]
 - b. No. 14 [Highfields Phase 1]
 - c. No. 15 [Highfields Phase 1]
 - d. No. 7 [Highfields Phase 2]
 - e. No. 19 [Phase 1 Infrastructure]
 - f. No. 20 [Phase 1 Infrastructure]
 - g. No. 9 [Phase 2 Infrastructure]
 - h. No. 10 [Phase 2 Infrastructure]
 - i. No. 1.6 [Townhomes Phases 1 & 2]
 - j. No. 2.4 [Townhomes Phases 1 & 2]
 - k. No. 9 [Commercial Roadway]

- C. Yellowstone Landscape Southeast, LLC First Amendment to Landscape & Irrigation Services Agreement
- 13. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 14. Approval of Minutes
 - A. February 10, 2025 Landowners' Meeting
 - B. February 10, 2025 Regular Meeting
- 15. Staff Reports
 - A. District Counsel: Kutak Rock LLP
 - B. District Engineer: Morris Engineering and Consulting, LLC
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - 51 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: June 9, 2025 at 10:00 AM
 - QUORUM CHECK

SEAT 1	BILL FIFE	In Person	PHONE	No
SEAT 2	STEPHANIE VAUGHN	In Person	PHONE	No
SEAT 3	PETE WILLIAMS	In Person	PHONE	☐ No
SEAT 4	KARA DISOTELL	In Person	PHONE	□No
SEAT 5	GREG BELIVEAU	IN PERSON	PHONE	☐ No

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

- 16. Board Members' Comments/Requests
- 17. Public Comments
- 18. Adjournment

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

Sincerely,

Ernesto Torres

District Manager

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

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TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

		STATE OF FLORIDA AND OF THE UNITED
•		AN OFFICER OF TWISTED OAKS POINTE
		NT OF PUBLIC FUNDS AS SUCH EMPLOYEE
		AFFIRM THAT I WILL SUPPORT THE
CONSTITUTION OF THE UNITED	STATES AND OF THE S	TATE OF FLORIDA.
Board Supervisor		
<u>ACKN</u>	OWLEDGMENT OF OAT	<u>'H BEING TAKEN</u>
STATE OF FLORIDA		
COUNTY OF		
The ferresine seth was	- durinistana d h afana n	h
online notarization on		ne by means of \square physical presence or \square of, by
		sonally known to me or has produced
	as identification, and is	the person described in and who took the
		of Supervisors of Twisted Oaks Pointe
		o and before me that he/she took said oath
for the purposes therein expres	sed.	
(NOTARY SEAL)		
	Notary Public, Sta	nte of Florida
	Print Name:	
	Commission No.:	Expires:
 MAILING ADDRESS: ☐ Home	 ☐ Office	County of Residence
		,
Street	Phone	Fax
City State 7in	 Fmail Ad	dress

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					
2025.	SECTION 2. The following C	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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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026, AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("Board") of the Twisted Oaks Pointe Community Development District ("District") prior to June 15, 2025, the proposed operating budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

- 1. APPROVING PROPOSED BUDGETS. The operating budget proposed by the District Manager for Fiscal Year 2025/2026 is attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.
- **2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: ________
HOUR: 10:00 a.m.

LOCATION: The Villages Public Library at Pinellas Plaza

7375 Powell Road, Conference Room 162

Wildwood, Florida 34785

- 3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.
- **4. POSTING OF PROPOSED BUDGETS.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

- **5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- **6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of May, 2025.

ATTEST:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

Fiscal Year 2025/2026 Budget

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

	Adopted	Actual	Projected	Total Revenue	Proposed
	Budget	through	through	and	Budget
	FY 2025	3/31/2025	9/30/2025	Expenditures	FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 144,017
Allowable discounts (4%)	-				(5,761)
Assessment levy: on-roll - net	-	\$ 96,710	\$ -	\$ 96,710	138,256
Assessment levy: off-roll	257,885	116,287	141,598	257,885	\$ 338,225
Landowner contribution	336,915	132,912	204,003	336,915	261,316
Lot closing assessment	-	25,306	-	25,306	-
Total revenues	594,800	371,215	345,601	716,816	737,797
EXPENDITURES					
Professional & administrative					
Supervisors	4,000	215	3,785	4,000	4,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	9,816	15,184	25,000	25,000
Engineering	2,000	_	2,000	2,000	2,000
Audit	5,500	_	5,500	5,500	5,500
Debt service accounting	5,500	_	5,500	5,500	5,500
Arbitrage rebate calculation	500	_	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	5,500	_	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	186	314	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	257	6,243	6,500	6,760
Annual special district fee	175	175	-	175	175
Insurance	5,500	18,930	-	18,930	5,500
Contingencies/bank charges	500	520	-	520	500
Website					
Hosting & maintenance	705	705	-	705	705
EMMA software services	-	4,500	_	4,500	2,000
ADA compliance	210	210	-	210	210
Tax collector	-	1,933	-	1,933	2,880
Total professional & administrative	111,790	62,297	69,376	131,673	116,930
Field operations					
Management	12,960	3,000	9,960	12,960	12,960
Maintenance contract dry ponds	25,000	_	25,000	25,000	25,000
Streetlighting	10,000	-	10,000	10,000	10,000
Repair/maintenace/pressure washing	5,000	_	5,000	5,000	5,000
Electrict/utilities	25,000	68,585	-	68,585	140,000
Landscape contingency	10,000	-	10,000	10,000	16,000
Landscape maintenance	100,000	137,613	-	137,613	166,000
Irrigation repairs	5,000	· -	5,000	5,000	5,000
General maintenance	7,500	-	7,500	7,500	7,500
Dog waste stations	4,000	-	4,000	4,000	4,000
Total field operations	204,460	209,198	76,460	285,658	\$391,460

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

		Fiscal Ye	ear 2025		
	Adopted	Actual	Projected	Total Revenue	Proposed
	Budget	through	through	and	Budget
	FY 2025	3/31/2025	9/30/2025	Expenditures	FY 2026
Amenity center - Highfield Utilities					
Internet & cable	2,500	_	2,500	2,500	2,500
Electric	5,000	_	5,000	5,000	5,000
Water/irrigation	5,000	_	5,000	5,000	5,000
Potable water	10,000	-	10,000	10,000	10,000
Alarm monitoring	900	-	900	900	900
Monitoring	6,000	-	6,000	6,000	6,000
Access cards	400	-	400	400	400
Facility management	50,000	_	50,000	50,000	50,000
Landscape mainenance	40,000	-	40,000	40,000	40,000
Landscape contingency	3,000	-	3,000	3,000	3,000
Pool service	10,800	-	10,800	10,800	10,800
Janitorial services	6,000	-	6,000	6,000	6,000
Janatorial supplies	5,000	-	5,000	5,000	5,000
Fitness equipment lease	750	-	750	750	750
Pest control	500	-	500	500	500
Special events	5,000	-	5,000	5,000	5,000
Fitness center repairs/supplies	600	-	600	600	600
Insurance: property	35,000	-	35,000	35,000	35,000
Amenity center - Twisted					
Utilities					
Internet & cable	1,000	-	1,000	1,000	1,000
Electric	2,000	-	2,000	2,000	2,000
Water/irrigation	2,000	-	2,000	2,000	2,000
Potable water	4,000	-	4,000	4,000	4,000
Alarm monitoring	400	-	400	400	400
Monitoring	2,400	-	2,400	2,400	2,400
Access cards	200	-	200	200	200
Management contracts					
Facility management	20,000	-	20,000	20,000	20,000
Landscape mainenance	16,000	-	16,000	16,000	16,000
Landscape contingency	1,600	-	1,600	1,600	1,600
Pool service	5,000	-	5,000	5,000	5,000
Janitorial services	2,400	-	2,400	2,400	2,400
Janitorial supplies	2,000	-	2,000	2,000	2,000
Fitness equipment lease	200	-	200	200	200
Pest control	200	-	200	200	200
Special events	3,000	-	3,000	3,000	3,000
Fitness center repairs/supplies	200	-	200	200	200
Insurance: property	35,000	-	35,000	35,000	14,435
O&M accounting					5,700
Total amenity center	284,050		186,450	186,450	269,185
Total expenditures	600,300	271,495	332,286	603,781	\$777,575
Net increase/(decrease) of fund balance	(5,500)	99,720	13,315	113,035	(39,778)
Fund balance - beginning (unaudited)			99,720		113,035
Fund balance - ending (projected)	\$ (5,500)	\$ 99,720	\$ 113,035	\$ 113,035	\$ 73,257

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

EXPENDITURES	
Professional & administrative	
Supervisors	\$ 4,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	•
Debt service accounting	5,500
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	1,000
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	0,000
Telephone Telephone and fax machine.	200
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding Letterhead, envelopes, copies, agenda packages, etc.	500
Legal advertising	6,760
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	0,7 00
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
EMMA software services	2,000
ADA compliance Tax collector	210 2,880
I AA WIIGWUI	2,000

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

Expenditures (continued) Field operations	
Management	12,960
Stomwater management	,000
Maintenance contract dry ponds	25,000
Streetlighting	10,000
Repair/maintenace/pressure washing	5,000
Electrict/utilities	140,000
Landscap maintenance buffer main entries	
Landscape contingency	16,000
Landscape maintenance	166,000
Irrigation repairs	5,000
General maintenance	7,500
Dog waste stations	4,000
Amenity center - Highfield	.,
Internet & cable	2,500
Electric	5,000
Water/irrigation	5,000
Potable water	10,000
Alarm monitoring	900
Monitoring	6,000
Access cards	400
Facility management	50,000
Landscape mainenance	40,000
Landscape contingency	3,000
Pool service	10,800
Janitorial services	6,000
Janatorial supplies	5,000
Fitness equipment lease	750
Pest control	500
Special events	5,000
Fitness center repairs/supplies	600
Insurance: property	35,000
Amenity center - Twisted	
Internet & cable	1,000
Electric	2,000
Water/irrigation	2,000
Potable water	4,000
Alarm monitoring	400
Monitoring	2,400
Access cards	200
Facility management	20,000
Landscape mainenance	16,000
Landscape contingency	1,600
Pool service	5,000
Janitorial services	2,400
Janitorial supplies	2,000
Fitness equipment lease	200
Pest control	200
Special events	3,000
Fitness center repairs/supplies	200
Insurance: property	14,435
O&M accounting	5,700
Total expenditures	\$777,575

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2023 (AA1 PROJECT) FISCAL YEAR 2026

	Fiscal Year 2025									
	Adopted		Actual			Projected		Total Revenue		roposed
	Budget		through		through		&		Budget	
	F	Y 2025	3/	/31/2025	9/	/30/2025	Expenditures		FY 2026	
REVENUES	Φ.								Φ.	000 000
Special assessment - on-roll	\$	-							\$	323,006
Allowable discounts (4%)	\$	-	φ	282,505	φ		φ	202 505	\$	(12,920)
Assessment levy: net	Ф	444.004	\$,	\$	400 426	\$	282,505 411,991	Ф	310,086
Special assessment: off-roll Interest		411,991		11,565 15,009		400,426		15,009		111,596
Total revenues		411,991		309,079		400,426		709,505		421,682
Total revenues		411,991		309,079		400,426		709,505		421,002
EXPENDITURES										
Debt service										
Principal		90,000		_		90,000		90,000		95,000
Interest		321,463		160,731		160,732		321,463		317,413
Total debt service		411,463		160,731		250,732		411,463		412,413
Other fees & charges										
Tax collector		-		5,646		-		5,646		6,460
Transfer out		-		(10,457)		-		(10,457)		(258)
Total other fees & charges		-		(4,811)		-		(4,811)		6,202
Total expenditures		411,463		155,920		250,732		406,652		418,615
Evene // definition as \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \										
Excess/(deficiency) of revenues over/(under) expenditures		528		153,159		149,694		302,853		3,068
over/(under) experialitures		320		155, 159		149,094		302,003		3,000
Fund balance:										
Beginning fund balance (unaudited)		595,571		706,359		859,518		706,359	•	1,009,212
Ending fund balance (projected)	\$	596,099	\$	859,518	\$1	,009,212	\$	1,009,212		1,012,280
Use of fund balance:										
Debt service reserve account balance (rec	juired)									(411,991)
Interest expense - November 1, 2026								(156,569)		
Projected fund balance surplus/(deficit) as	fund balance surplus/(deficit) as of September 30, 2026							\$	443,720	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE

					Bond	
	Principal	Coupon Rate	Interest	Debt Service	Balance	
11/01/25			158,706.25	158,706.25	5,845,000.00	
05/01/26	95,000.00	4.500%	158,706.25	253,706.25	5,750,000.00	
11/01/26			156,568.75	156,568.75	5,750,000.00	
05/01/27	100,000.00	4.500%	156,568.75	256,568.75	5,650,000.00	
11/01/27			154,318.75	154,318.75	5,650,000.00	
05/01/28	105,000.00	4.500%	154,318.75	259,318.75	5,545,000.00	
11/01/28			151,956.25	151,956.25	5,545,000.00	
05/01/29	110,000.00	4.500%	151,956.25	261,956.25	5,435,000.00	
11/01/29			149,481.25	149,481.25	5,435,000.00	
05/01/30	115,000.00	4.500%	149,481.25	264,481.25	5,320,000.00	
11/01/30			146,893.75	146,893.75	5,320,000.00	
05/01/31	120,000.00	5.375%	146,893.75	266,893.75	5,200,000.00	
11/01/31			143,668.75	143,668.75	5,200,000.00	
05/01/32	125,000.00	5.375%	143,668.75	268,668.75	5,075,000.00	
11/01/32			140,309.38	140,309.38	5,075,000.00	
05/01/33	135,000.00	5.375%	140,309.38	275,309.38	4,940,000.00	
11/01/33			136,681.25	136,681.25	4,940,000.00	
05/01/34	140,000.00	5.375%	136,681.25	276,681.25	4,800,000.00	
11/01/34			132,918.75	132,918.75	4,800,000.00	
05/01/35	145,000.00	5.375%	132,918.75	277,918.75	4,655,000.00	
11/01/35			129,021.88	129,021.88	4,655,000.00	
05/01/36	155,000.00	5.375%	129,021.88	284,021.88	4,500,000.00	
11/01/36			124,856.25	124,856.25	4,500,000.00	
05/01/37	165,000.00	5.375%	124,856.25	289,856.25	4,335,000.00	
11/01/37			120,421.88	120,421.88	4,335,000.00	
05/01/38	175,000.00	5.375%	120,421.88	295,421.88	4,160,000.00	
11/01/38			115,718.75	115,718.75	4,160,000.00	
05/01/39	185,000.00	5.375%	115,718.75	300,718.75	3,975,000.00	
11/01/39			110,746.88	110,746.88	3,975,000.00	
05/01/40	195,000.00	5.375%	110,746.88	305,746.88	3,780,000.00	
11/01/40			105,506.25	105,506.25	3,780,000.00	
05/01/41	205,000.00	5.375%	105,506.25	310,506.25	3,575,000.00	
11/01/41			99,996.88	99,996.88	3,575,000.00	
05/01/42	215,000.00	5.375%	99,996.88	314,996.88	3,360,000.00	
11/01/42			94,218.75	94,218.75	3,360,000.00	
05/01/43	225,000.00	5.375%	94,218.75	319,218.75	3,135,000.00	
11/01/43			88,171.88	88,171.88	3,135,000.00	
05/01/44	240,000.00	5.625%	88,171.88	328,171.88	2,895,000.00	
11/01/44			81,421.88	81,421.88	2,895,000.00	
05/01/45	255,000.00	5.625%	81,421.88	336,421.88	2,640,000.00	
11/01/45			74,250.00	74,250.00	2,640,000.00	
05/01/46	270,000.00	5.625%	74,250.00	344,250.00	2,370,000.00	
11/01/46			66,656.25	66,656.25	2,370,000.00	
05/01/47	285,000.00	5.625%	66,656.25	351,656.25	2,085,000.00	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/47			58,640.63	58,640.63	2,085,000.00
05/01/48	300,000.00	5.625%	58,640.63	358,640.63	1,785,000.00
11/01/48			50,203.13	50,203.13	1,785,000.00
05/01/49	320,000.00	5.625%	50,203.13	370,203.13	1,465,000.00
11/01/49			41,203.13	41,203.13	1,465,000.00
05/01/50	335,000.00	5.625%	41,203.13	376,203.13	1,130,000.00
11/01/50			31,781.25	31,781.25	1,130,000.00
05/01/51	355,000.00	5.625%	31,781.25	386,781.25	775,000.00
11/01/51			21,796.88	21,796.88	775,000.00
05/01/52	375,000.00	5.625%	21,796.88	396,796.88	400,000.00
11/01/52			11,250.00	11,250.00	400,000.00
05/01/53	400,000.00	5.625%	11,250.00	411,250.00	-
Total	5,845,000.00	_	5,794,731.25	11,639,731.25	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2023 (AA2 PROJECT) FISCAL YEAR 2026

				Fiscal Y	ear 2	2025				
	/	Adopted		Actual	Р	rojected	Tota	al Revenue	Ρ	roposed
		Budget		through		through		&		Budget
	F	Y 2025	3/	/31/2025	9/	/30/2025	Exp	enditures	F	Y 2026
REVENUES										
Special assessment: off-roll	\$	367,003	\$	275,253	\$	91,750	\$	367,003	\$	367,003
Assessment prepayments		-		62,459		-		62,459		-
Interest		-		10,036				10,036		
Total revenues		367,003		347,748		91,750		439,498		367,003
EXPENDITURES										
Debt service										
Principal		65,000		_		65,000		65,000		70,000
Interest		300,944		150,472		150,472		300,944		297,613
Total expenditures		365,944		150,472		215,472		365,944		367,613
Excess/(deficiency) of revenues										
over/(under) expenditures		1,059		197,276		(123,722)		73,554		(610)
OTHER FINANCING SOURCES/(USES)										
Transfer out		_		(9,306)		-		(9,306)		-
Total other financing sources/(uses)		-		(9,306)		-		(9,306)		-
Fund balance:										
Net increase/(decrease) in fund balance		1,059		187,970		(123,722)		64,248		(610)
Beginning fund balance (unaudited)		553,651		548,323		736,293		548,323		612,571
Ending fund balance (projected)	\$	554,710	\$	736,293	\$	612,571	\$	612,571		611,962
		_		_				_		
Use of fund balance:										
Debt service reserve account balance (req	uired))								(367,003)
Interest expense - November 1, 2026										(147,013)
Projected fund balance surplus/(deficit) as	of Se	ptember 30), 202	26					\$	97,946

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE

				Bond	
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/25			148,806.25	148,806.25	4,990,000.00
05/01/26	70,000.00	5.125%	148,806.25	218,806.25	4,920,000.00
11/01/26			147,012.50	147,012.50	4,920,000.00
05/01/27	70,000.00	5.125%	147,012.50	217,012.50	4,850,000.00
11/01/27			145,218.75	145,218.75	4,850,000.00
05/01/28	75,000.00	5.125%	145,218.75	220,218.75	4,775,000.00
11/01/28			143,296.88	143,296.88	4,775,000.00
05/01/29	80,000.00	5.125%	143,296.88	223,296.88	4,695,000.00
11/01/29			141,246.88	141,246.88	4,695,000.00
05/01/30	85,000.00	5.125%	141,246.88	226,246.88	4,610,000.00
11/01/30			139,068.75	139,068.75	4,610,000.00
05/01/31	90,000.00	5.875%	139,068.75	229,068.75	4,520,000.00
11/01/31			136,425.00	136,425.00	4,520,000.00
05/01/32	95,000.00	5.875%	136,425.00	231,425.00	4,425,000.00
11/01/32			133,634.38	133,634.38	4,425,000.00
05/01/33	100,000.00	5.875%	133,634.38	233,634.38	4,325,000.00
11/01/33			130,696.88	130,696.88	4,325,000.00
05/01/34	105,000.00	5.875%	130,696.88	235,696.88	4,220,000.00
11/01/34			127,612.50	127,612.50	4,220,000.00
05/01/35	115,000.00	5.875%	127,612.50	242,612.50	4,105,000.00
11/01/35			124,234.38	124,234.38	4,105,000.00
05/01/36	120,000.00	5.875%	124,234.38	244,234.38	3,985,000.00
11/01/36			120,709.38	120,709.38	3,985,000.00
05/01/37	125,000.00	5.875%	120,709.38	245,709.38	3,860,000.00
11/01/37			117,037.50	117,037.50	3,860,000.00
05/01/38	135,000.00	5.875%	117,037.50	252,037.50	3,725,000.00
11/01/38			113,071.88	113,071.88	3,725,000.00
05/01/39	145,000.00	5.875%	113,071.88	258,071.88	3,580,000.00
11/01/39			108,812.50	108,812.50	3,580,000.00
05/01/40	150,000.00	5.875%	108,812.50	258,812.50	3,430,000.00
11/01/40			104,406.25	104,406.25	3,430,000.00
05/01/41	160,000.00	5.875%	104,406.25	264,406.25	3,270,000.00
11/01/41			99,706.25	99,706.25	3,270,000.00
05/01/42	170,000.00	5.875%	99,706.25	269,706.25	3,100,000.00
11/01/42			94,712.50	94,712.50	3,100,000.00
05/01/43	180,000.00	5.875%	94,712.50	274,712.50	2,920,000.00
11/01/43			89,425.00	89,425.00	2,920,000.00
05/01/44	190,000.00	6.125%	89,425.00	279,425.00	2,730,000.00
11/01/44			83,606.25	83,606.25	2,730,000.00
05/01/45	205,000.00	6.125%	83,606.25	288,606.25	2,525,000.00
11/01/45			77,328.13	77,328.13	2,525,000.00
05/01/46	215,000.00	6.125%	77,328.13	292,328.13	2,310,000.00
11/01/46			70,743.75	70,743.75	2,310,000.00
05/01/47	230,000.00	6.125%	70,743.75	300,743.75	2,080,000.00

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/47			63,700.00	63,700.00	2,080,000.00
05/01/48	245,000.00	6.125%	63,700.00	308,700.00	1,835,000.00
11/01/48			56,196.88	56,196.88	1,835,000.00
05/01/49	260,000.00	6.125%	56,196.88	316,196.88	1,575,000.00
11/01/49			48,234.38	48,234.38	1,575,000.00
05/01/50	275,000.00	6.125%	48,234.38	323,234.38	1,300,000.00
11/01/50			39,812.50	39,812.50	1,300,000.00
05/01/51	295,000.00	6.125%	39,812.50	334,812.50	1,005,000.00
11/01/51			30,778.13	30,778.13	1,005,000.00
05/01/52	315,000.00	6.125%	30,778.13	345,778.13	690,000.00
11/01/52			21,131.25	21,131.25	690,000.00
05/01/53	335,000.00	6.125%	21,131.25	356,131.25	355,000.00
11/01/53			10,871.88	10,871.88	355,000.00
05/01/54	355,000.00	6.125%	10,871.88	365,871.88	-
11/01/54			-	-	-
Total	4,990,000.00		5,735,075.00	10,725,075.00	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2024 (AA3 PROJECT) FISCAL YEAR 2026

				Fiscal Ye	ear	2025				
	Adop Budo FY 20	get		Actual through /31/2025		Projected through /30/2025	Total Revenue & Expenditures			roposed Budget FY 2026
REVENUES								•		
Special assessment: off-roll	\$	-	\$	-	\$	276,636	\$	276,636	\$	682,093
Interest		-		23,660		-		23,660		-
Total revenues		-		23,660		276,636		300,296		682,093
EXPENDITURES										
Debt service										
Principal		-		_		-		-		130,000
Interest		-		296,615		276,636		573,251		553,271
Total expenditures		-		296,615		276,636		573,251		683,271
Excess/(deficiency) of revenues over/(under) expenditures		-		(272,955)		-		(272,955)		(1,178)
OTHER FINANCING SOURCES/(USES)										
Transfer out		_		(12,674)		_		(12,674)		_
Total other financing sources/(uses)		-		(12,674)		-		(12,674)		-
Fund balance:										
Net increase/(decrease) in fund balance		_		(285,629)		_		(285,629)		(1,178)
Beginning fund balance (unaudited)		-		1,289,168		1,003,539		1,289,168	-	1,003,539
Ending fund balance (projected)	\$	_	_	1,003,539	_	1,003,539	\$	1,003,539		1,002,361
Use of fund balance:										
Debt service reserve account balance (requ	uired)									(682,094)
Interest expense - November 1, 2026	a 5a _j									(273,516)
Projected fund balance surplus/(deficit) as	of Septem	nber 30), 20	26					\$	46,751

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2024 (AA3 PROJECT) AMORTIZATION SCHEDULE

				Bond	
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/25			276,635.63	276,635.63	9,600,000.00
05/01/26	130,000.00	4.800%	276,635.63	406,635.63	9,470,000.00
11/01/26			273,515.63	273,515.63	9,470,000.00
05/01/27	135,000.00	4.800%	273,515.63	408,515.63	9,335,000.00
11/01/27			270,275.63	270,275.63	9,335,000.00
05/01/28	145,000.00	4.800%	270,275.63	415,275.63	9,190,000.00
11/01/28			266,795.63	266,795.63	9,190,000.00
05/01/29	150,000.00	4.800%	266,795.63	416,795.63	9,040,000.00
11/01/29			263,195.63	263,195.63	9,040,000.00
05/01/30	155,000.00	4.800%	263,195.63	418,195.63	8,885,000.00
11/01/30			259,475.63	259,475.63	8,885,000.00
05/01/31	165,000.00	4.800%	259,475.63	424,475.63	8,720,000.00
11/01/31			255,515.63	255,515.63	8,720,000.00
05/01/32	175,000.00	5.625%	255,515.63	430,515.63	8,545,000.00
11/01/32			250,593.75	250,593.75	8,545,000.00
05/01/33	185,000.00	5.625%	250,593.75	435,593.75	8,360,000.00
11/01/33			245,390.63	245,390.63	8,360,000.00
05/01/34	195,000.00	5.625%	245,390.63	440,390.63	8,165,000.00
11/01/34			239,906.25	239,906.25	8,165,000.00
05/01/35	205,000.00	5.625%	239,906.25	444,906.25	7,960,000.00
11/01/35			234,140.63	234,140.63	7,960,000.00
05/01/36	220,000.00	5.625%	234,140.63	454,140.63	7,740,000.00
11/01/36			227,953.13	227,953.13	7,740,000.00
05/01/37	230,000.00	5.625%	227,953.13	457,953.13	7,510,000.00
11/01/37			221,484.38	221,484.38	7,510,000.00
05/01/38	245,000.00	5.625%	221,484.38	466,484.38	7,265,000.00
11/01/38			214,593.75	214,593.75	7,265,000.00
05/01/39	260,000.00	5.625%	214,593.75	474,593.75	7,005,000.00
11/01/39			207,281.25	207,281.25	7,005,000.00
05/01/40	270,000.00	5.625%	207,281.25	477,281.25	6,735,000.00
11/01/40			199,687.50	199,687.50	6,735,000.00
05/01/41	290,000.00	5.625%	199,687.50	489,687.50	6,445,000.00
11/01/41			191,531.25	191,531.25	6,445,000.00
05/01/42	305,000.00	5.625%	191,531.25	496,531.25	6,140,000.00
11/01/42			182,953.13	182,953.13	6,140,000.00
05/01/43	325,000.00	5.625%	182,953.13	507,953.13	5,815,000.00
11/01/43			173,812.50	173,812.50	5,815,000.00
05/01/44	340,000.00	5.625%	173,812.50	513,812.50	5,475,000.00
11/01/44			164,250.00	164,250.00	5,475,000.00
05/01/45	360,000.00	6.000%	164,250.00	524,250.00	5,115,000.00
11/01/45			153,450.00	153,450.00	5,115,000.00
05/01/46	385,000.00	6.000%	153,450.00	538,450.00	4,730,000.00
11/01/46			141,900.00	141,900.00	4,730,000.00
05/01/47	410,000.00	6.000%	141,900.00	551,900.00	4,320,000.00

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT SERIES 2024 (AA3 PROJECT) AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/47			129,600.00	129,600.00	4,320,000.00
05/01/48	435,000.00	6.000%	129,600.00	564,600.00	3,885,000.00
11/01/48			116,550.00	116,550.00	3,885,000.00
05/01/49	460,000.00	6.000%	116,550.00	576,550.00	3,425,000.00
11/01/49			102,750.00	102,750.00	3,425,000.00
05/01/50	490,000.00	6.000%	102,750.00	592,750.00	2,935,000.00
11/01/50			88,050.00	88,050.00	2,935,000.00
05/01/51	520,000.00	6.000%	88,050.00	608,050.00	2,415,000.00
11/01/51			72,450.00	72,450.00	2,415,000.00
05/01/52	550,000.00	6.000%	72,450.00	622,450.00	1,865,000.00
11/01/52			55,950.00	55,950.00	1,865,000.00
05/01/53	585,000.00	6.000%	55,950.00	640,950.00	1,280,000.00
11/01/53			38,400.00	38,400.00	1,280,000.00
05/01/54	620,000.00	6.000%	38,400.00	658,400.00	660,000.00
11/01/54			19,800.00	19,800.00	660,000.00
05/01/55	660,000.00	6.000%	19,800.00	679,800.00	-
11/01/55			-	-	-
Total	9.600.000.00		11.075.775.00	20.675.775.00	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON PROJECTED FISCAL YEAR 2026 ASSESSMENTS

On-Roll Assessments											
Product	Units	FY 2026 O&M Assessment per Unit		FY 2026 DS Assessment per Unit		FY 2026 Total Assessment per Unit		FY 2025 Total Assessment per Unit			
Assessment Area	One								-		
Townhome		\$	445.85	\$	999.96	\$	1,445.81	\$	1,342.28		
SF 40'	69		552.85		1,239.95		1,792.80		1,664.42		
SF 50'	110		691.06		1,549.93		2,240.99		2,080.52		
SF 60'	36		829.27		1,859.92		2,689.19		2,496.62		
Total	215										

Y 2025 Total
Assessment per Unit
929.96

Off-Roll Assessments

Product	Units	FY 2026 O&M Assessment per Unit		FY 2026 DS Assessment per Unit		As	2026 Total sessment per Unit	FY 2025 Total Assessment per Unit		
Assessment Area	a Two		_		_		_		_	
Townhome	-	\$	-	\$	-	\$	-	\$	-	
SF 40'	141		514.15		1,239.88		1,754.03		508.35	
SF 50'	124		642.69		1,549.85		2,192.53		635.44	
SF 60'	-		-		-		-		-	
Total	265									

Off-Roll Assessments												
Product	Units	As	2026 O&M FY 2026 DS seessment Assessment per Unit per Unit		As	2026 Total sessment per Unit	FY 2025 Total Assessment per Unit					
Assessment Area				por orne			por o					
Townhome	128	\$	318.35	\$1,513.52	\$	1,831.87	n/a					
SF 40'	107		394.76	\$2,018.03		2,412.78	n/a					
SF 50'	108		493.44	\$2,522.53		3,015.98	n/a					
SF 60'	_		-	-		-	n/a					
Total	343											

Dev Contributions (GF)

Product	Units	FY 2026 O&M Assessment per Unit	Asses	026 DS ssment Unit	Asse	26 Total ssment r Unit	FY 2025 Total Assessment per Unit
Future Assessme	ent Areas						
Townhome	-	Dev Contribution	\$	-	\$	-	n/a
SF 40'	188	Dev Contribution		-		-	n/a
SF 50'	189	Dev Contribution		-		-	n/a
SF 60'	56	Dev Contribution		-		-	n/a
Total	433						

^{*}Boundary Amendment brings Total Units to 1,376

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

- 1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
- 2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May, 2025.

ATTEST:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE** LOCATION TBD DATE POTENTIAL DISCUSSION/FOCUS TIME A/PM October 2025 **Regular Meeting** November 2025 **Regular Meeting** A/PM December , 2025 **Regular Meeting** A/PM January , 2026 **Regular Meeting** A/PM 2026 **Regular Meeting** A/PM February _ 2026 A/PM March _ **Regular Meeting** April 2026 **Regular Meeting** A/PM **Regular Meeting** A/PM May 2026 June 2026 **Regular Meeting** A/PM July 2026 **Regular Meeting** A/PM August _ 2026 **Regular Meeting** A/PM September __ **Regular Meeting** A/PM 2026

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2025-07

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 12th day of May, 2025.

ATTEST:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement





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").





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.





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





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- 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 <u>Division approved documents SharePoint site</u>.

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%2DC8009D7D068 6%7D





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.





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 <u>Division approved documents SharePoint site</u> 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);





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
- 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.





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





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.





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,





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.





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 <u>FDEM forms</u> 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:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





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 lan Guidicelli, Authorized Designee	
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





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:	
	Approved as to Form: By:	





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	





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





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
	UNIVERISTY, STATE OF FLORIDA
By:	Ву:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	Date:
Tari Guidicelli, Adirionzed Designee	
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





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 lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





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 lan Guidicelli, Authorized Designee	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA
Ву:	By:
Council Clerk	Chairman
	Date:
	Approved as to Form:
	Ву:
	Attorney for Council





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:	Ву:	
Title:	Title:	
	Date:05/12/2025	
	Approved as to Form:	
	By:	
	Attorney for District	





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 it 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.
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which
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event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
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:
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
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





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 at Reimbursement process requirements.	ccess	to the DEMES Mutual Ald System for FDEM

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO AMENITY FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to set a public hearing to adopt the *Rules Relating to Amenity Facilities* ("Policy") attached hereto as **Exhibit A**; and

WHEREAS, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt the Policy and Suspension and Termination Rules.

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

	Section	on 1. Th	ne Board	intends to a	adopt the	Policy, a	propos	sed copy of which	ch is attac	ched
hereto	as Exh	ibit A.	The Distr	ict will hold	a public h	nearing or	the Po	licy at a meeting	g of the B	oard
to	be	held	on		,	2025	at	<u> </u>	a.m.	at

Section 2. The Board desires to direct District staff to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 12th day of May, 2025.

ATTEST:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
EXHIBIT A: Rules Relating to Amenity Facilities	

EXHIBIT A

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Twisted Oaks Pointe Community Development District Amenity Operating Rules

Law Implemented: ss. 190.011,	190.035, Fla. Stat. (2024)
Effective Date:	, 2025

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Deerbrook Community Development District.

"Amenity Manager" – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of

majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"Guest" – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

"Non-Resident" – shall mean any person that does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Renters.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

- 1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
- 2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
- 3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- 4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must reregister the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies:	After conta	acting 911 if	required,	all emerge	ncies and	injuries	must
be reported to the off	ice of the A	menity Mar	nager at				

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

- 1. *Guests.* Guests must be accompanied by a Patron while using the Amenities.
- 2. Minors. Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

- 3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
- 4. Food and Drink. Food and drink will be limited to designated areas only.
- 5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
- 6. No Smoking. Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
- 7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- 8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- 9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
- 10. *Fireworks.* Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- 11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- 12. *Courtesy.* Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 13. *Profanity.* Loud, profane or abusive language is prohibited.
- 14. *Horseplay.* Disorderly conduct and horseplay are prohibited.
- 15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- 16. *Littering.* Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

- 18. *Firearms*. Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- 19. *Trespassing / Loitering*. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
- 22. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

- 1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
- 2. *Operating Hours.* The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
- 3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
- 4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
- 5. *Unsafe Behavior.* No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
- 6. **Diving.** Diving is strictly prohibited at the pool.
- 7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
- 9. *Entrances.* Pool entrances, including stairs and ladders, must be kept clear at all times.

- 10. *Railings.* No swinging on ladders, fences, or railings is allowed.
- 11. *Pool Furniture.* Pool furniture is not to be removed from the pool area or placed in the pool.
- 12. *Chemicals.* Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 13. *Pets.* Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
- 14. Attire. Appropriate swimming attire (swimsuits) must be worn at all times.
- 15. *Parties.* Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
- 16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- 17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 19. *Lap Lanes.* Lap lanes are to be used only by persons swimming laps or water walking or jogging.
- 20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
- 21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- 22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- 23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- 24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

- 1. Please be respectful of the privacy of the residents living near the ponds.
- 2. Pets must be accompanied and in their owners control at all times around ponds.
- 3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
- 4. Do not leave fishing poles, lines, equipment or bait unattended.
- 5. Do not leave any litter. Fishing line is hazardous to wildlife.
- 6. Do not feed the wildlife anything, ever.
- 7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- 8. Swimming is prohibited in all ponds on District property.
- 9. No watercrafts of any kind are allowed in any of the ponds on District property.
- 10. Licensing requirements from other governmental agencies may apply. Check the regulations.
- 11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- 1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
- 2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- 3. Food & Drinks. No food, drinks or gum are permitted at the playground.
- 4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
- 5. Glass Containers. No glass containers are permitted at the playground.

- 6. **No Jumping.** No jumping off from any climbing bar or platform.
- 7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
- 8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

- Patrons Only. Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
- 2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
- 3. Payment & Registration. Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, firstserved basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("Rental Date"), Patrons must submit to the District a completed "Rental Agreement" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "Rental Fee" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
- 4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host

- is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
- 5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
- 6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Stack chairs in stacks of ten (10);
 - e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
- 7. Additional Cleaning or Damage. The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
- 8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
- 9. *Capacity.* The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
- 10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
- 11. Alcohol. Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities

and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
- b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
- 12. *Insurance.* Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
- 13. *After-hours Rentals*. The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
 - a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
 - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
 - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the

right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: Consent and Waiver Agreement

TWISTED OAKS POINTE CDD - CONSENT AND WAIVER AGREEMENT

The Twisted Oaks Pointe Community Development District ("District") own amenities, including a pool, and other facilities, and may from time to time offer cert to the District's patrons. In consideration for being allowed to use the amenities an amenity programs (together, "Activities"), I, FOR MYSELF AND ON BEHALF OF PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUM INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPER ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DICOMPANY, LLC, AND, AND ANY OF THEIR AFFILIATES, SUPERVISE AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS "INDEMNITEES") FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTA EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AN INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS THE RESULT OF INDEMNITEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, MISCONDUCT. I further acknowledge and agree that I shall be bound at all tir conditions of the policies, rules and regulations of the District, as currently in effect a from time to time. I have read and understand the terms of this Consent and Waive willingly signed below as my own free act, being both of lawful age and legally compensation of the District's limitations of section 768.28, Florida Statutes or other statute or law. If any part of this waiver is deby law, all other parts of this waiver shall remain valid and enforceable.	tain amenity programs, ad/or participate in the MY HEIRS, ASSIGNS, E ANY AND ALL RISK, ETY, RELATING TO THE ISTRICT, PULTE HOME GORS, OFFICERS, STAFF, S (COLLECTIVELY, THE INED OR INCURRED BY ID ARISING OUT OF OR IS WHOLLY OR PARTLY WILLFUL, OR WANTON mes by the terms and and as may be amended or Agreement and have extent to do so. Nothing in liability contained in				
Participant Name:					
Participant Signature:	Date:				
(if Participant is 18 years of age or older)					
FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TI - This is to certify that I, as parent/guardian with legal responsibility for this participagree to his/her release as provided above and relating to my minor child's involving the Activities.	cipant, do consent and				
Parent/Guardian Name:					
(if Participant is a minor child)	-				
Parent/Guardian Signature:	Date:				
(if Participant is a minor child)					
Address:					
Phone Number (home):					
Phone Number (nome): Phone Number (alternate):					
Emergency Contact & Phone Number:	-				

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE AMENITY MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the Amenity Manager.

PART 2: Twisted Oaks Pointe Community Development District Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)		
Effective Date:, 2025		

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

- 1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
- 2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Twisted Oaks Pointe Community Development District, as amended from time to time.
- 3. Annual User Fee. For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Cresswind Residents, the Annual User Fee is _______. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

User *	Annual Fee for Amenity
Property Owner	\$
Cresswind Property Owner	\$
Non-Resident Patrons	\$

^{*}NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District's annual budget(s).

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Outdoor Community	\$200	\$250
Activity Room		
Indoor Community	\$200	\$250
Activity Room		
Indoor and Outdoor	\$400	\$450
Activity Room		
Large Outdoor	\$200	\$250
Gathering Area		

^{*} Rate and deposit based on facility being rented, type of event, and staffing needs.



5. Miscellaneous Fees.

Item	Fee
Additional Daily Guest Pass	\$10
Replacement of Damaged, Lost, or Stolen FOB	\$30
Insufficient Funds Fee (for submitting an insufficient funds	\$35
check)	

- 6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.
- 7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
- 8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
- 9. **Prior Rules: Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.
- 10. **Severability**. The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

PART 3: Twisted Oaks Pointe Community Development District Disciplinary and Enforcement Rule

Law Implemented: ss.	120.69,	190.011,	190.012,	Fla.	Stat.	(2025)
Effective	e Date: _		, 20	25		

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

- 1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.
- 2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.
- 3. **Suspension of Rights.** The District, through its Board, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):
 - a. Submits false information on any application for use of the Amenities;
 - b. Exhibits unsatisfactory behavior, deportment or appearance;
 - c. Fails to pay amounts owed to the District in a proper and timely manner;
 - d. Fails to abide by any District rules and policies;
 - e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - f. Damages or destroys District property;
 - g. Trespasses on District property and/or otherwise enters District property without authorization from the District Staff; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

- 4. **Authority of Amenity Manager.** The Amenity Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.
- 5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 in addition to any amounts for damages and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.
- 6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- 7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to set a public hearing to adopt the *Rules Relating to Parking and Parking Enforcement* ("Policy") attached hereto as **Exhibit A**; and

WHEREAS, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt the Policy and Suspension and Termination Rules.

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

	Sectio	n 1.	ine Board ii	ntends to a	adopt the	Policy, a	propos	sed copy of which	ch is atta	ched
hereto	as Exh i	ibit A.	The Distric	t will hold	a public h	earing o	n the Po	olicy at a meeting	g of the B	oard
to	be	held	on			2025	at		a.m.	at
										·

Section 2. The Board desires to direct District staff to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 12th day of May, 2025.

ATTEST:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
	 Chair/Vice Chair, Board of Supervisors
	,

EXHIBIT A: Rules Relating to Parking and Parking Enforcement

EXHIBIT A

EXHIBIT A

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statut	es, and on,	2025 at a duly
noticed public meeting, and after a public hearing, the	Board of Supervisors	of the Twisted
Oaks Pointe Community Development District ("District"	') adopted the followin	g rule to govern
overnight parking and parking enforcement on certain D	District property.	

1. INTRODUCTION. The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. PARKING RULES.

General

- **a.** Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block any sidewalks.
- **b.** No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- **c.** During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- **d.** Parking on the grass is strictly prohibited.
- **e.** Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- **f.** No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- **g.** No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

3. TOWING/REMOVAL PROCEDURES.

a. SIGNAGE AND LANGUAGE REQUIREMENTS. Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, Florida Statutes. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, Florida Statutes.

- b. TOWING/REMOVAL AUTHORITY. To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.
- c. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
- **4. OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
- **5. PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date:	, 2025
Lifective date.	, 2023

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

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, <i>Florida Statutes</i> , 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 <i>Road Impact Fee Credit Agreement for Realignment of County Road CR-462 and Intersection Improvements of CR-462 and US 301</i> , 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:

Recitals. The above recitals are true and correct and are hereby incorporated herein by

<u>District Maintenance</u>. 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

1

1.

2.

this reference.

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.** <u>County Maintenance.</u> 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.** <u>Emergency Repairs.</u> 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. <u>Standards.</u> 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. <u>Insurance</u>. 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. <u>Indemnification.</u> 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.** <u>Public Records Law.</u> 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.** <u>Amendments.</u> 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.** <u>Sovereign Immunity.</u> 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.** <u>Jurisdiction and Venue</u>. 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.
- **Maiver.** 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. <u>Binding Effect</u>. 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.

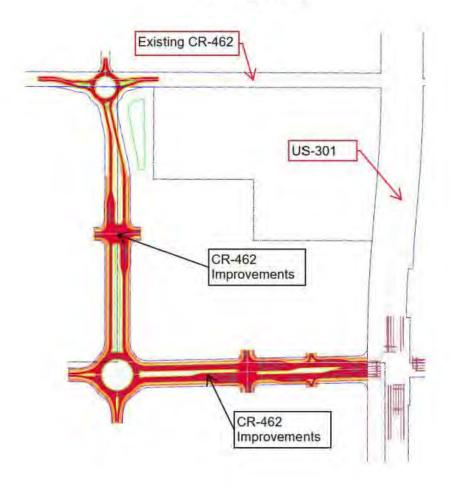
COUNTY
BY:
Name:
Title:
Date:
TWISTED OAKS POINTE COMMUNIT DEVELOPMENT DISTRICT
BY:
Name:
Title:
Data

BOARD OF COUNTY COMMISSIONERS SUMTER

EXHIBIT A

EXHIBIT "E"

CR-462 Improvements



TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BI

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

Guot J. Jeur

HUGHES BROTHERS CONSTRUCTION, INC.

DY: CNAC

rs. President

cc: KL Twisted Oaks LLC

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS Blla

CHANGE ORDER NO. 13

Date of Issuance: March 3, 20	025	Effective Date	e:				
Project: Twisted Oaks Pointe	District: Twiste Development	d Oaks Pointe Community District	District's Contra	act No.:			
Contractor: Hughes Brothers Construction Inc.			Date of Contract: July 10, 2023 Assigned to District on August 24, 2023				
			Architect's/Engineer's Project No.:				
The foregoing agreement is modified	ed as follows upon execution	n of this Change Order:					
Description: landscaping and irrigat	tion water meters						
Attachments: See attached Exhibit	A						
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT T	IMES:				
Original Contract Price:			rking days	Calendar days			
\$3,373,336.20		Substantial compl	etion (days or d	fate):			
		Ready for final pay	yment (days or	date):			
Increase/Decrease from prior Char	•	Increase/Decrease from pre		ved Change Orders			
(\$254,861.27)		Substantial comple					
		Ready for final pay	yment (days):				
Contract Price prior to this Change	Order:	Contract Times prior to this (Change Order	•			
\$3,118,474.93		Substantial completion (days or date):					
		Ready for final pay	ment (days or	date);			
Increase/Decrease of this Change	Order:	Increase/Decrease of this Cl	nange Order:				
\$51,204.58		Substantial completion (days or date):					
		Ready for final pay	ment (days or	date):			
Contract Price incorporating this Ch	nange Order:	Contract Times with all appro	oved Change	Orders:			
\$3,169,679.51		Substantial comple	etion (days or d	ate):			
		Ready for final pay	ment (days or	date):			
RECOMMENDED BY:	ACCEPTED:		ACCEPTED:				
MORRIS ENGINEERING &			/	THERS CONSTRUCTION			
CONSULTING LLC	DEVELOPMENT D		NC.				
Зу:	Stephanie R.	Jungkin J	3y: /u/				
THE DISTINCT MAJAUER	Vice Cha		Fitte:F	President			
-//-	3-3-25			3/3/25			

Highfield PH1 Change Order #13

PROJECT:

Highfield PH1 Infrastructure

DATE:

2/24/2025

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		<u></u>		
New	COW Meter #704355 DECEMBER Reading (1103 Gal)	1.00	LS	\$ 4,142.13	\$ 4,142.13
New	COW Meter #888141 DECEMBER Reading (13157 Gal)	1.00	LS	\$ 47,062.45	\$ 47,062,45
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS		<u> </u>		\$ 51 <u>,204.58</u>
_					
	TOTAL CHANGE GRDER #13				\$ 51,204.58

Note: This CO includes landscaping & irrigation water meters.

APPROVED BY:		
Owner's Representative	 	
Printed Name		
Date		

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIb

CHANGE ORDER NO. 14

Date of Issuance: April 2, 202	.5	Effective Da	ate:					
Project: Twisted Oaks Pointe		visted Oaks Pointe Communit nent District	District's Contra	act No.:				
Contract: Twisted Oaks Pointe Project – Highfields Phase 1 Contractor: Hughes Brothers Construction Inc.			Date of Contract: July 10, 2023 Assigned to District on August 24, 2023					
			Architect's/Engineer's Project No.:					
The foregoing agreement is modified	ed as follows upon exe	cution of this Change Order:						
Description: landscaping and irrigat	ion water meters, cro	essing signs						
Attachments: See attached Exhibit	A							
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT	TIMES:					
Original Contract Price:			Working days Calendar days					
\$3,373,336.20		Substantial com	pletion (days or d	date):				
		Ready for final p	eayment (days or	date):				
Increase/Decrease from prior Change Orders:		Increase/Decrease from previously approved Change Orders No						
(\$203,656.69)		Substantial completion (days):						
		Ready for final p	ayment (days):					
Contract Price prior to this Change	Contract Price prior to this Change Order:		Contract Times prior to this Change Order:					
\$3,169,679.51		Substantial completion (days or date):						
		Ready for final payment (days or date):						
Increase/Decrease of this Change	Order:	Increase/Decrease of this	Change Order:					
\$6,180.75		Substantial completion (days or date):						
		Ready for final p	ayment (days or	date):				
Contract Price incorporating this Ch	ange Order:	Contract Times with all app	proved Change	Orders:				
\$3,175,860.26		Substantial completion (days or date):						
		Ready for final p	ayment (days or	date):				
RECOMMENDED BY: MORRIS ENGINEERING & CONSULTING LLC By:	DEVELOPME	KS POINTE COMMUNITY NT DISTRICT vii. R. Vaugh	ACCEPTED: HUGHES BROINC.	OTHERS CONSTRUCTION				
Title: DISTANCE ENGLANGE	Title: Vice Ch	nairman	Title:	President				
11	4 5 25			4/0/05				

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	UN	IT PRICE		TOTAL
	LANDSCAPING & IRRIGATION WATER METERS					L	
New	COW Meter #704355 JANUARY Reading (1037 Gat)	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		1			\$	5,280.75
	ROADWAY		<u> </u>				
New	F&I 36" PEDESTRIAN CROSSING SIGNS	4.00	EA	\$	225.00	ŝ	900.00
	SUBTOTAL ROADWAY				_	S	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		
Døte	 -	

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIC

CHANGE ORDER NO. 15

Date of Issuance: April 25, 2025	Effective Da	ite:			
Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Communit Development District	y District's Contract No.:			
Contract: Twisted Oaks Pointe Proj	ect – Highfields Phase 1	Date of Contract: July 10, 2023 Assigned to District on August 24, 2023			
Contractor: Hughes Brothers Constru	ction Inc.	Architect's/Engineer's Project No.:			
The foregoing agreement is modified	as follows upon execution of this Change Order:				
Description: deductions for later perfo	ormed work				
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT	TIMES:			
Original Contract Price:	-	orking days Calendar days			
\$3,373,336.20	Times: Substantial com	pletion (days or date):			
	Ready for final p	ayment (days or date):			
Increase/Decrease from prior Change	Noto No				
(\$197,475.94)		Substantial completion (days):			
	Ready for final p	ayment (days):			
Contract Price prior to this Change Or	rder; Contract Times prior to this	Change Order:			
\$3,175,860.26	Substantial comp	pletion (days or date):			
	Ready for final p	ayment (days or date):			
Increase/Decrease of this Change Or	der: Increase/Decrease of this	Increase/Decrease of this Change Order:			
(\$103,610.35)	Substantial comp	Substantial completion (days or date):			
	Ready for final p	ayment (days or date):			
Contract Price incorporating this Char	nge Order: Contract Times with all app	proved Change Orders:			
\$3,072,249.91	Substantial comp	Substantial completion (days or date):			
Ready for fine		payment (days or date):			
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:			
MORRIS ENGINEERING & CONSULTING LLC	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT かいません	HUGHES BROTHERS CONSTRUCTION INC.			
By:	By:	By:			
Demos (v. v. s	Chairman	President			
Title: DISTRICT EXC-NECE	Titre:	Title:			
Date: 4 V V	4/25/2025	Date:			

Highfield PH1 Change Order #15

PROJECT:

Highfield PH1 Infrastructure

DATE:

4/24/2025

CONTRACTOR:

Hughes Brothers Construction, Inc.

948 Walker Road Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830

DIRECTED TO:

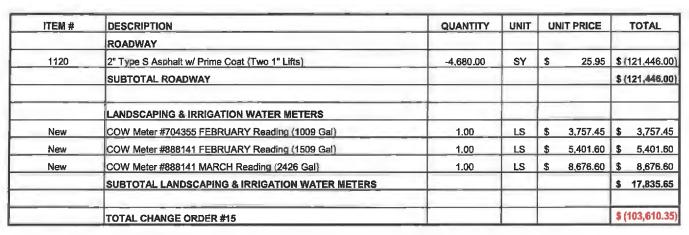
Twisted Oaks Pointe Community Development District

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

ATTN:

Stephanie Vaughn



Note: This CO includes contract deducts to be performed @ later date as well landscaping & irrigation water meters.

APPROVED BY:	
Owner's Representative	
Printed Name	
Date	



COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIId

CHANGE ORDER NO. _7

Date of Issuance: April 25, 2025	Effective	Date:			
Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Commu Development District	nity District's Contract No.:			
Contract: Twisted Oaks Pointe Proj	Date of Contract: December 21, 2023 Assigned to District on January 19, 2024				
Contractor: Hughes Brothers Constru	Architect's/Engineer's Project No.:				
The foregoing agreement is modified	as follows upon execution of this Change Order:				
Description: deductions for later perfo	rmed work				
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRAC	CT TIMES:			
Original Contract Price:	Original Contract Times:	Working days Calendar days			
\$2,180,147.85	Substantial co	ompletion (days or date):			
	Ready for fina	al payment (days or date):			
Increase/Decrease from prior Change	Orders: Increase/Decrease from No to No to No.	n previously approved Change Orders			
(\$303,452.08)	Substantial co	Substantial completion (days):			
	Ready for final	Ready for final payment (days):			
Contract Price prior to this Change Or	der Contract Times prior to	Contract Times prior to this Change Order:			
\$1,876,695.77	Substantial co	impletion (days or date):			
	Ready for fina	Ready for final payment (days or date):			
Increase/Decrease of this Change Or	der: Increase/Decrease of th	is Change Order:			
(\$133,070.98)	Substantial co	Substantial completion (days or date):			
	Ready for final	I payment (days or date):			
Contract Price incorporating this Chan	ge Order: Contract Times with all a	approved Change Orders:			
\$1,743,624.79	Substantial co	mpletion (days or date):			
	Ready for fina	payment (days or date):			
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:			
MORRIS ENGINEERING &	TWISTED OAKS POINTE COMMUNITY	HUGHES BROTHERS CONSTRUCTION			
CONSULTING LLC	DEVELOPMENTODISTRICT	INC.			
By:	By:	Ву:			
	Chairman	President			
the: DISTACT ENGLER	Title:	lige:			
112/25	4/25/2025	4/25/25			

Highfield PH 2 Change Order #7

PROJECT:

Highfield PH2 Infrastructure

DATE:

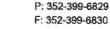
4/24/2025

CONTRACTOR:

DIRECTED TO:

Hughes Brothers Construction, Inc.

948 Walker Road Wildwood, FL 34785 P: 352-399-6829



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
	ROADWAY				
1120	1.75" Type S Asphalt w/ Prime Coat (1 Lift)	-5,722.50	SY	\$ 25.95	\$(148,498.88
	SUBTOTAL ROADWAY				\$(148,498.88
	MISCELLANEOUS				
New	Cat Tail Removal & Swale Construction	1.00	LS	\$ 15,427.90	\$ 15,427.90
	SUBTOTAL MISCELLANEOUS				\$ 15,427.90
	TOTAL CHANGE ORDER #7				\$(133,070.98

Note: This CO includes contract deducts to be performed @ later date as well as cat tail removal & swale construction.

APPROVED BY:	
Owner's Representative	-
Printed Name	
Date	



COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS Blie

CHANGE ORDER NO. 19

Date of Issuance: March 3, 202	5	Effective Date	<u> </u>		
Project: Twisted Oaks Pointe	District: Twisted (Development Dis	Daks Pointe Community strict	District's Contract No.:		
Contract: Twisted Oaks Pointe Pro	ject – Phase 1 Infrastructu	re	Date of Contract: April 27, 2023 Assigned to District on June 21, 2023		
Contractor: Hughes Brothers Constru	action Inc.		Architect's/Engineer's Project No.:		
The foregoing agreement is modified	as follows upon execution o	of this Change Order:			
Description: root raking rocks					
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CH	HANGE IN CONTRACT TO	MES:		
Original Contract Price:		iginal Contract World Wo	king days Calendar days		
\$9,602,520.95		Substantial comple	etion (days or date):		
		Ready for final pay	ment (days or date):		
Increase/Decrease from prior Chang		crease/Decrease from pre	viously approved Change Orders		
\$1,372,179.63		Substantial comple	etion (days):		
		Ready for final payment (days):			
Contract Price prior to this Change O	rder: Co	ntract Times prior to this C	Change Order:		
\$10,974,700.58		Substantial comple	etion (days or date):		
		Ready for final pay	ment (days or date):		
Increase/Decrease of this Change Order:		rease/Decrease of this Ch	ange Order:		
\$28,603.65		Substantial completion (days or date):			
		Ready for final payment (days or date):			
Contract Price incorporating this Char	nge Order: Co	Contract Times with all approved Change Orders:			
\$11,003,304.23		Substantial comple	etion (days or date):		
		Ready for final pay	ment (days or date):		
RECOMMENDED BY:	ACCEPTED:	A	ACCEPTED:		
MORRIS ENGINEERING &	TWISTED OAKS POI	[[[[[[]	HUGHES BROTHERS CONSTRUCTION		
By:	Styphenie R. G	Vaugher	y: /////		
TILLE: DISTINCT MATAGER	Vice Chair		ille: President		
Dale: 3/3/25	3-3-25		3/3/25		

Twisted Oaks PH1 Infrastructure Change Order #19

PROJECT: Twisted Oaks PH1 Infrastructure

DATE: 2/24/2025

CONTRACTOR: Hughes Brothers Construction, Inc.

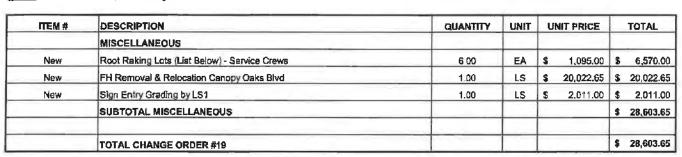
948 Walker Road Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830



2300 Glades Road, Suite 410W

Boca Raton, FL 33431

ATTN: Stephanie Vaughn



Note: This CO includes root raking rocks in Twisted Oaks PH1 Lots in PURPLE below. Excludes re-stabilization. Also includes FH removal & relocation along canopy oaks blvd as well as sign entry grading by LS1 as requested.

40' Lots 186-188

60' Lots 203-205



APPROVED BY:

Owner's Representative	
Printed Name	
Date	

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIf

CHANGE ORDER NO. 20

4/25/25

Date: _

Date of Issuance: April 25, 2025		Effective Date	9:		
Project: Twisted Oaks Pointe	ct: 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 Construct	ion Inc.		Architect's/Engineer's Project No.:		
The foregoing agreement is modified as	s follows upon execution of	this Change Order:			
Description: deductions for later work, cooke pa	ercel mowing, street signage, reg	rading pond			
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CH	ANGE IN CONTRACT T	IMES:		
Original Contract Price:		ginal Contract Wor	king days Calendar days		
\$9,602,520.95		Substantial comple	etion (days or date):		
		Ready for final pay	yment (days or date):		
Increase/Decrease from prior Change Orders:		rease/Decrease from pre to No.	eviously approved Change Orders		
\$1,400,783.28		Substantial comple	etion (days):		
		Ready for final pay	yment (days):		
Contract Price prior to this Change Orde	er: Con	tract Times prior to this (Change Order:		
\$11,003,304.23		Substantial comple	etion (days or date):		
		Ready for final payment (days or date):			
Increase/Decrease of this Change Orda	er: Incr	ease/Decrease of this Ch	nange Order:		
(\$243,482.67)		Substantial completion (days or date):			
		Ready for final payment (days or date):			
Contract Price incorporating this Change	e Order: Con	tract Times with all appro	oved Change Orders:		
\$10,759,821.56		Substantial completion (days or date):			
		Ready for final pay	ment (days or date):		
RECOMMENDED BY:	ACCEPTED:		ACCEPTED:		
MORRIS ENGINEERING &	TWISTED OAKS POIN		HUGHES BROTHERS CONSTRUCTION		
CONSULTING LLO	DEVELOPMENTODIST	RICT I	NC.		
зу: 🦳	By: 21AABD85	55FB74D4	Эу:		
Diese of Cu West	Chairma		President		

Date: 4/25/2025

Twisted Oaks PH1 Infrastructure Change Order #20

PROJECT:

Twisted Oaks PH1 Infrastructure

DATE:

4/24/2025

CONTRACTOR:

Hughes Brothers Construction, Inc.

948 Walker Road Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830

DIRECTED TO:

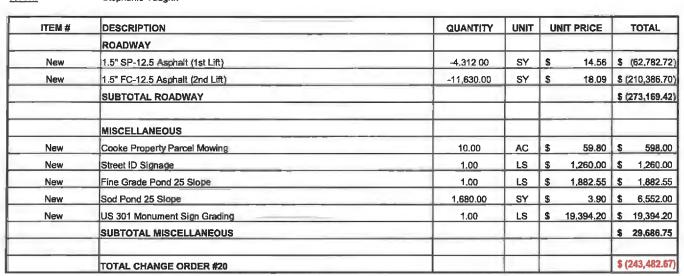
Twisted Oaks Pointe Community Development District

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

ATTN:

Stephanie Vaughn



Note: This CO includes contract deducts to be performed @ later date, cooke property parcel mowing, street ID signage, regrading & restablization Pond 25, and monument sign entry grading.

APPROVED BY:	
Owner's Representative	
Printed Name	
Date	



COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS Blig

CHANGE ORDER NO. 9

Date of Issuance: March 3, 20)25	Effective Date:			
Project: Twisted Oaks Pointe		District: Twisted Oaks Pointe Community Development District		act No.:	
Contract: Twisted Oaks Pointe Pr	Twisted Oaks Pointe Project – Phase 2 Infrastructure			ect: August 28, 2023 District on September 22,	
Contractor: Hughes Brothers Construction Inc.			Architect's/Engineer's Project No.:		
The foregoing agreement is modified	ed as follows upon exe	ecution of this Change Order:			
Description: root raking rocks					
Attachments: See attached Exhibit	Α				
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT T	IMES:		
Original Contract Price:		Original Contract Wo Times:	rking days	Calendar days	
\$2,011,703.50		Substantial compl	etion (days or d	late):	
		Ready for final payment (days or date):			
Increase/Decrease from prior Char	nge Orders:	Increase/Decrease from pre		ved Change Orders	
(\$262,919.75)		Substantial completion (days):			
		Ready for final payment (days):			
Contract Price prior to this Change	Order:	Contract Times prior to this	Cha nge O rder		
\$1,748,783.75		Substantial compl	etion (days or d	late):	
		Ready for final payment (days or date):			
Increase/Decrease of this Change	Order:	increase/Decrease of this C	hange Order:		
\$3,285.00		Substantial completion (days or date):			
		Ready for final payment (days or date):			
Contract Price incorporating this Ch	ange Order:	Contract Times with all appro	oved Change	Orders:	
\$1,752,068.75		Substantial comple	etion (days or d	ate):	
		Ready for final pay	ment (days or	date):	
RECOMMENDED BY:	ACCEPTED:		ACCEPTED:		
MORRIS ENGINEERING &	TWISTED OA	KS POINTE COMMUNITY	HUGHES BRO	OTHERS CONSTRUCTION	
CONSULTING LLC			INC.	1, 1//	
Зу:	By:	nie R. Vaughn	Ву:	/ ///	
THE DISTINCT MALAUGA	Vice C	Chair	Title:	President	
26/20	3-3-2			3/3/25	

Twisted Oaks PH2 Infrastructure Change Order #9

PROJECT:

Twisted Oaks PH2 Infrastructure

DATE:

2/24/2025

CONTRACTOR:

Hughes Brothers Construction, Inc.

948 Walker Road Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830



Twisted Oaks Pointe Community Development District

2300 Glades Road, Suite 410W

Boça Raton, FL 33431

ATTN:

Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTA
	MISCELLANEOUS				2
New	Root Raking Lots (Listed Below) - Service Crews	3,00	EA	\$ 1,095.00	\$ 3.28
	SUBTOTAL MISCELLANEOUS				\$ 3,28
	TOTAL CHANGE ORDER #9				\$ 3,28

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



APPROVED BY:	
Owner's Representative	
Printed Name	
Deta	_

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIh

CHANGE ORDER NO. 10

Date of Issuance: April 25, 2025 Effective Date:					
Project: Twisted Oaks Pointe	Development C		District's Contract No.:		
Contract: Twisted Oaks Pointe Pro	ject – Phase 2 Infrastruct	ture	Date of Contract: August 28, 2023 Assigned to District on September 2023		
Contractor: Hughes Brothers Constru		Architect's/Engineer's Project No.:			
The foregoing agreement is modified	l as follows upon execution	of this Change Order:			
Description: contract deductions to	be performed at a later da	ate and root raking rocks			
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TI	MES:		
Original Contract Price:		Original Contract World Firmes:	king days Calendar days		
\$2,011,703.50		Substantial comple	etion (days or date):		
		Ready for final pay	ment (days or date):		
Increase/Decrease from prior Change Orders:		No to No	_		
(\$259,634.75)		Substantial completion (days):			
		Ready for final pay	ment (days):		
Contract Price prior to this Change C	order: C	Contract Times prior to this C	Change Order:		
\$1,752,068.75		Substantial completion (days or date):			
		Ready for final pay	ment (days or date):		
Increase/Decrease of this Change O	rder: Ir	ncrease/Decrease of this Ch	ange Order:		
(\$58,638.75)		Substantial completion (days or date):			
		Ready for final payment (days or date):			
Contract Price incorporating this Cha	nge Order: C	Contract Times with all appro	oved Change Orders:		
\$1,693,430.00		Substantial comple	etion (days or date):		
		Ready for final pay	ment (days or date):		
RECOMMENDED BY:	ACCEPTED:	Δ	ACCEPTED:		
MORRIS ENGINEERING &		DINTE COMMUNITY H	HUGHES BROTHERS CONSTRUCTION		
CONSULTING LLC	DEVELOPMENT : DE	STRICT	NC.		
By: 7/	Ву:		ly: (IM		
Title: DISTANCT EST INTER	Title:Chai	BD855FB74D4 rman 	President President		
Pote: 4/15/15	4/25/2	025	4/25/25		

Twisted Oaks PH2 Infrastructure Change Order #10

PROJECT: Twisted Oaks PH2 Infrastructure

DATE: 4/24/2025

CONTRACTOR: Hughes Brothers Construction, Inc.

948 Walker Road

Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830



2300 Glades Road, Suite 410W

Boca Raton, FL 33431

ATTN: Stephanie Vaughn



ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	ROADWAY				
1120	2" TYPE S ASPHALT W/ PRIME COAT	-2,745.00	SY	\$ 25.75	\$ (70,683.75
	SUBTOTAL ROADWAY				\$ (70,683.75
	MISCELLANEOUS				
New	Root Raking Lots (Listed Below) - Service Crews	11.00	EA	\$ 1,095.00	\$ 12,045.00
-	SUBTOTAL MISCELLANEOUS				\$ 12,045.00
	TOTAL CHANGE ORDER #10				\$ (58,638.75

Note: This CO includes contract deducts to be performed @ later date as well as root raking rocks in PURPLE below. Excludes re-stabilization.



APPROVED BY:

Owner's Representative	
Printed Name	
Date	

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIII

CHANGE ORDER NO. 1.6

Date of Issuance: April 25, 2025		Effective Date) <u> </u>		
Project: Twisted Oaks Pointe	District: Twisted Oaks Po Development District	inte Community	District's Contract No.:		
Contract: Twisted Oaks Pointe Proje	ct – Townhomes Phases 1 & 2		Date of Contract: August 8, 2023 Assigned to District on September 6, 2023		
Contractor: Hughes Brothers Construc	ition Inc.		Architect's/Engineer's Project No.:		
The foregoing agreement is modified a	as follows upon execution of this Ch	ange Order:			
Description: deductions for later performance	med work				
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CHANGE	N CONTRACT TI	MES:		
Original Contract Price:	Original Co Times:		king days Calendar days		
\$1,254,396.50 ¹	5	Substantial comple	etion (days or date):		
	F	Ready for final pay	rment (days or date):		
Increase/Decrease from prior Change		ecrease from pre	viously approved Change Orders		
\$26,280.00	5	Substantial completion (days):			
	F	Ready for final pay	ment (days):		
Contract Price prior to this Change Ord	der: Contract Ti	mes prior to this C	Change Order:		
\$1,015,535.29	s	Substantial completion (days or date):			
	F	Ready for final pay	ment (days or date):		
Increase/Decrease of this Change Ord	ler: Increase/De	ecrease of this Ch	nange Order:		
(\$51,870.00)	S	Substantial completion (days or date):			
	F	Ready for final pay	ment (days or date):		
Contract Price incorporating this Chan	ge Order: Contract Ti	mes with all appro	oved Change Orders:		
\$963,665.29	S	substantial comple	etion (days or date):		
	F	Ready for final pay	ment (days or date):		
RECOMMENDED BY:	ACCEPTED:	P	ACCEPTED:		
MORRIS ENGINEERING &	TWISTED OAKS POINTE CO	MMUNITY H	HUGHES BROTHERS CONSTRUCTION		
CONSULTING LLC	DEVELOPMENT BISTRICT	I	NC.		
ау: 7/С	By:		sy:		
Title: DISTRICT END . 1664	Tille:Chairman	т	President President		
Date: 4 15/15	4/25/2025 Date:		4/25/25		

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

Twisted Oaks Townhomes PH1 Infrastructure Change Order #6

PROJECT:

Twisted Oaks Townhomes PH1 Infrastructure

DATE:

4/24/2025

CONTRACTOR:

R: 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
	ROADWAY				
1150	2" TYPE S ASPHALT W/ PRIME COAT	-2,275.00	SY	\$ 22.80	\$ (51,870.00)
	SUBTOTAL ROADWAY				\$ (51,870.00)
	TOTAL CHANGE ORDER #6				\$ (51,870.00)

Note: This CO includes contract deducts to be performed @ later date.

Owner's Representative	
Owner's Representative	
Printed Name	
Date	

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIj

CHANGE ORDER NO. 2.4

Date of Issuance: April 25, 2025		Effective Date:			
Project: Twisted Oaks Pointe	District: Twisted Oaks Pointe Development District	Community District's Contract No.:			
Contract: Twisted Oaks Pointe Proje	ect – Townhomes Phases 1 & 2	Date of Contract: August 8, 2023 Assigned to District on September 6, 2023			
Contractor: Hughes Brothers Construc	etion Inc.	Architect's/Engineer's Project No.:			
The foregoing agreement is modified	as follows upon execution of this Change	e Örder:			
Description: deductions for later perfo	rmed work				
Attachments: See attached Exhibit A					
CHANGE IN CONTRACT PRICE:	CHANGE IN CO	ONTRACT TIMES:			
Original Contract Price:	Original Contrac Times:				
\$1,005,488.25 ¹	Subs	Substantial completion (days or date):			
	Read	y for final payment (days or date):			
Increase/Decrease from prior Change	Orders: Increase/Decre	ease from previously approved Change Ordersto No:			
(\$220,853.54)	Subs	Substantial completion (days):			
	Read	y for final payment (days):			
Contract Price prior to this Change Or	der: Contract Times	prior to this Change Order:			
\$784,634.71	Subst	Substantial completion (days or date):			
	Read	y for final payment (days or date):			
ncrease/Decrease of this Change Ord	der Increase/Decre	ase of this Change Order:			
(\$44,574.00)	Subst	Substantial completion (days or date):			
	Read	y for final payment (days or date):			
Contract Price incorporating this Chan	ge Order: Contract Times	with all approved Change Orders:			
\$740,060.71	Subst	antial completion (days or date):			
	Read	y for final payment (days or date):			
RECOMMENDED BY:	ACCEPTED:	ACCEPTED:			
MORRIS ENGINEERING &	TWISTED OAKS POINTE COMMU	JNITY HUGHES BROTHERS CONSTRUCTION			
CONSULTING LLC	DEVELOPMENTERSTRICT	INC.			
3y: //	By:	By:			
itle: Durner Counterl	Chairman Title:	President			
Date: 4 u u	4/25/2025 Date:	Date: 4/25/25			

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

Twisted Oaks Townhomes PH2 Infrastructure Change Order #4

PROJECT:

Twisted Oaks Townhomes PH2 Infrastructure

DATE:

4/24/2025

CONTRACTOR:

Hughes Brothers Construction, Inc.

F: 352-399-6830

948 Walker Road Wildwood, FL 34785 P: 352-399-6829

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
	ROADWAY				
1140	2" TYPE S ASPHALT W/ PRIME COAT	-1,955.00	SY \$ 22.80	\$ (44,574.00	
	SUBTOTAL ROADWAY		-	\$ 22.80	\$ (44,574.00
	TOTAL CHANGE ORDER #4				\$ (44,574.00

Note: This CO includes contract deducts to be performed @ later date.

Owner's Representative	
Printed Name	
Date	



COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS BIIK

CHANGE ORDER NO. 9

Date of Issuance: April 16	, 2025	Effective Date):			
Project: Twisted Oaks Pointe		Twisted Oaks Pointe Community pment District	District's Contra	act No.:		
Contract: Twisted Oaks Points	Project - Commerci	al Roadway		act: August 28, 2023 o District on September 22,		
Contractor: Hughes Brothers Co	nstruction Inc.		Architect's/Eng	ineer's Project No.:		
The foregoing agreement is more	dified as follows upon e	execution of this Change Order:				
Description: utility service insta	II per plan dated 4/11/	25		-		
Attachments: See attached Exhib	oit A					
CHANGE IN CONTRACT PRIC	E:	CHANGE IN CONTRACT T	MES:			
Original Contract Price:			king days	Calendar days		
\$562,636.25		Substantial comple	etion (days or d	date):		
		Ready for final pay	payment (days or date):			
Increase/Decrease from prior C	hange Orders:	Increase/Decrease from pre		ved Change Orders		
\$68,595.42			Substantial completion (days):			
		Ready for final pay	/ment (days):			
Contract Price prior to this Chan	ge Order	Contract Times prior to this 0	Change Order	:		
\$631,231.67		Substantial comple	Substantial completion (days or date):			
		Ready for final pay	ment (days or	date):		
Increase/Decrease of this Chan	ge Order:	Increase/Decrease of this Ch	nange Order:			
(\$39,130.40)		Substantial completion (days or date):				
		Ready for final pay	ment (days or	date):		
Contract Price incorporating this	Change Order:	Contract Times with all appro	oved Change	Orders:		
\$592;101.27		Substantial comple	Substantial completion (days or date):			
		Ready for final pay	ment (days or	date):		
RECOMMENDED BY: MORRIS ENGINEERING & CONSULTING LLC		DAKS POINTE COMMUNITY	ACCEPTED: HUGHES BRONC.	OTHERS CONSTRUCTION		
зу:	By:	ranie R. Vaughn	ву: ///	1 1/1-		
Fille: DISTRICT ENGINE	Vice	Chairman	(President		
1 1	4-16	5-25		4/16/0E		

Twisted Oaks Commercial Roadway Change Order #9

PROJECT: Twisted Dake Commercial Roadway

DATE: 4/15/2025

CONTRACTOR: Hughes Brothers Construction, Inc.

948 Welker Road Wildwood, FL 34785 P: 352-399-6829 F: 352-399-6830



2300 Glades Road, Suite 410W

Boca Raton, FL 33431

ATTN: Stephanie Vaughn



ITEM#	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	COMMERCIAL ROAD ADDED SERVICES C2 & C5				
	ADDED SERVICES C2 & C5				
New	Change Order #8 Deduct Scope of Work	-1.00	LS	\$ 130,091.40	\$ <u>(130,091.40</u>
1000	Mobilization	1.00	LS	\$ 3,500.00	\$ 3,500.00
1010	Survey Layout	1.00	LS	\$ 4,800.00	\$ 4,800.00
1011	.As-Builts	1.00	LS	\$ 1,200.00	\$ 1,200.00
1090	Demolition	1.00	LS	\$ 5,000.00	\$ 5,000.00
1160	Fine Grade Disturbed Areas	1.00	LS	\$ 8,210.00	\$ 8,210.00
1230	6" PVC Sewer	364.00	LF	\$ 36.00	\$ 13,104.00
1240	6" Cleanout	7.00	EA	\$ 970.00	\$ 6,790.00
1250	Fittings	1.00	LS	\$ 5,060.00	\$ 5,060.00
1260	Testing	364.00	LF	\$ 7.50	\$ 2.730.00
1280	Connect to Existing (TSV)	1.00	EA	\$ 7,586.00	\$ 7,586.00
1285	Temporary Jumper	2.00	EA	\$ 2,630.00	\$ 5,260,00
1290	6" PVC Watermain	460.00	LF	\$ 35.60	\$ 16,376.00
1300	6" Gate Valve	2.00	EA	\$ 1,855.00	\$ 3,710.00
1310	Fittings	1.00	LS	\$ 3,400.00	\$ 3,400.00
1320	Temp Blow Off	_2.00	EA	\$ 1,025.00	\$ 2,050.00
1330	Testing	460.00	LF	\$ 4.75	\$ 2.185.00
	SUBTOTAL ADDED SERVICES C2 & C5				\$ (39,130.40)
	TOTAL CHANGE ORDER #9				\$ (39,130.40)

Note: This CO includes utility service install per plan dated 4/11/25 as attached.

EXCLUDES THE FOLLOWING:

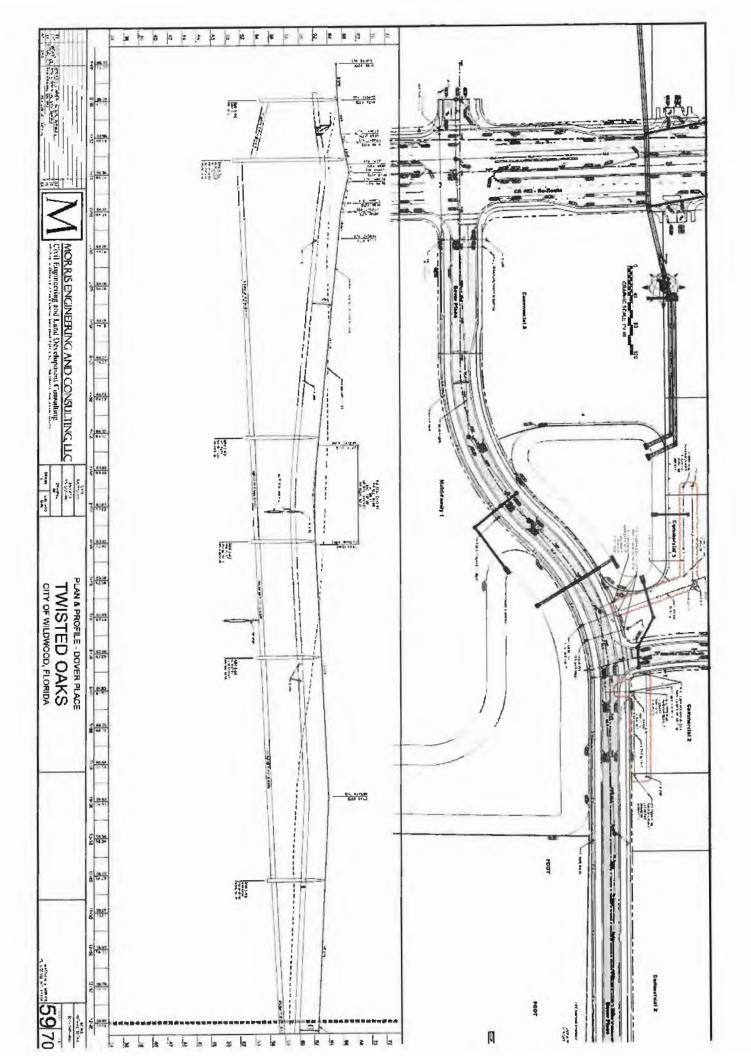
Dewatering

Potential Tariff Increases for Material

APPROVED BY:

Owner's Representative

Printed Name



COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS C

FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This First Amendment ("First Amendment") is made and entered into this 4th day of April _____, 2025, by and between:

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

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

RECITALS

WHEREAS, on December 11, 2024, the District and the Contractor entered into an agreement for landscape and irrigation services ("Services Agreement"); and

WHEREAS, pursuant to Section 28 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

A. The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "Additional Work"). The

District shall pay Contractor Six Thousand Seven Hundred Seventy Dollars (\$6,770.00) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

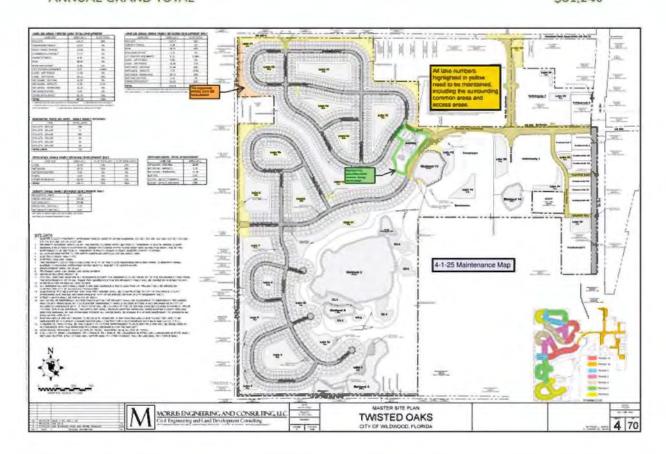
Attest:	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT
Crnesto Torres AE6196FB34D4464 Secretary/Assistant Secretary	Signed by: 210ABD0337674D4 Chairperson/Vice Chairperson
	YELLOWSTONE LANDSCAPE SOUTHEAST, LLC
DocuSigned by:	
Ernesto Torres	By: Kyle Nursey Kyle Nursey
AE6196FB34D4464	
By: Ernesto Torres	Its: Business Development Manager

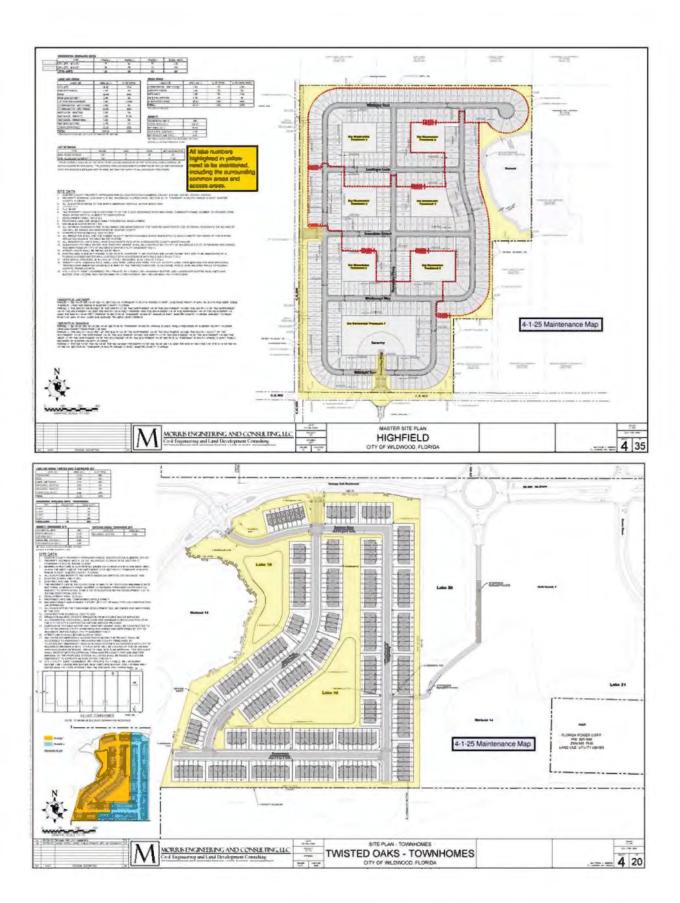
Exhibit A: Proposals for Additional Work

EXHIBIT A

YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 12', Weeding, Trash, & Cleanup	\$75,220
Integrated Pest Management Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications for Turf, Trees & Shrubs	\$2,900
Irrigation Inspections Includes Monthly Inspection with Standard Irrigation Reports	\$3,120
ANNUAL GRAND TOTAL	\$81.240





COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2025

400570	Gene Fun		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	ф 44 5	. 040	Φ.	\$ -	•	\$ -	\$ -	•	ф 445.040
Cash	\$ 145	,913	\$ -	5 -	\$ -	> -	\$ -	\$ -	\$ 145,913
Investments			400.040	0.57.000					700,000
Revenue		-	402,843	357,826	-	=	=	-	760,669
Reserve		-	420,972	375,008	696,949	=	=	-	1,492,929
Capitalized interest		-	81	43	295,864	-	-	-	295,988
Construction		-			-	30,534	9	5,827,917	5,858,460
Cost of issuance		-	11,443	12,374	10,726	-	-	-	34,543
Sinking		-	24	-	-	-	-	-	24
Due from CPF 2023	32	2,889	-	-	=	-	-	-	32,889
Due from DS 2023 AA1			-	1,270	=	-	-	-	1,270
Due from Landowner		184	-	-	-	2,011	94,683	-	96,878
Due from KL Highfield		-	-	221,254	-	-	-	-	221,254
Due from Pulte Group		-	-	3,177	-	-	-	-	3,177
Due from general fund		-	4,511	-	-	38,250	17,485	-	60,246
Due from capital projects fund		-	-	-	-	3,248	-	-	3,248
Due from other governments						1,555			1,555
Total assets	\$ 178	,986	\$839,874	\$970,952	\$1,003,539	\$ 75,598	\$ 112,177	\$5,827,917	\$ 9,009,043
LIABILITIES AND FUND BALANCES Liabilities:									
Contracts payable		-	-	-	-	36,779	112,176	25	148,980
Retainage payable		-	-	-	-	-	61,513	-	61,513
Due to DS 2023 AA1	4	,511	-	-	-	-	-	-	4,511
Due to DS 2023 AA2			1,270	-	-	-	-	-	1,270
Due to CPF 2023A2	17	,485	-	-	-	.	-	3,248	20,733
Due to general fund		-	-	-	-	32,889	-	-	32,889
Due to capital projects fund	38	3,250	-	-	-	-	-	-	38,250
Tax payable		30	-	-	=	-	-	-	30
Landowner advance		5,000							6,000
Total liabilities	66	5,276	1,270			69,668	173,689	3,273	314,176
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts		183	-	224,430	-	2,011	94,683	-	321,307
Unearned revenue	12	2,807	_	10,229	_	_,		_	23,036
Total deferred inflows of resources		2,990	-	234,659	-	2,011	94,683	-	344,343
Fund balances: Restricted for:									
Debt service		_	838,604	736,293	1,003,539	-	-	-	2,578,436
Capital projects		-	-	-	-	3,919	(156,195)	5,824,644	5,672,368
Unassigned	99	,720	=	-	=	-	-	-	99,720
Total fund balances	99	,720	838,604	736,293	1,003,539	3,919	(156,195)	5,824,644	8,350,524
Total liabilities, deferred inflows of resources and fund balances		3,986	\$839,874	\$970,952	\$1,003,539	\$ 75,598	\$ 112,177	\$5,827,917	\$ 9,009,043

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MARCH 31, 2025

		rrent onth	,	Year to Date	Budget	% of Budget
REVENUES						
Assessment levy: on-roll - net	\$	1,576	\$	96,710	\$ -	N/A
Assessment levy: off-roll		-		116,287	257,885	45%
Lot closing assessment		1,421		25,306	-	N/A
Landowner contribution				132,912	336,915	39%
Total revenues		2,997		371,215	594,800	62%
EXPENDITURES						
Professional & administrative						
Supervisors		_		215	4,000	5%
Management/accounting/recording		4,000		24,000	48,000	50%
Legal		839		9,816	25,000	39%
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		17		100	200	50%
Postage		62		186	500	37%
Printing & binding		42		250	500	50%
Legal advertising		-		257	6,500	4%
Annual special district fee		_		175	175	100%
Insurance		_		18,930	5,500	344%
Contingencies/bank charges		80		520	500	104%
Website		00		320	300	104 /0
Hosting & maintenance		-		705	705	100%
EMMA software services		_		4,500	_	N/A
ADA compliance		_		210	210	100%
Tax collector		31		1,933		N/A
Total professional & administrative		5,154		62,297	106,290	59%
		0,101		02,201	100,200	0070
Field operations						
Management		500		3,000	12,960	23%
Stomwater management						
Maintenance contract dry ponds		-		-	25,000	0%
Wetland maintenance		-		-	10,000	0%
Repair/maintenace/pressure washing		-		-	5,000	0%
Electrict/utilities	1	3,640		68,585	25,000	274%
Landscape maintenance	1	3,540		137,613	100,000	138%
Landscape contingency		-		-	10,000	0%
Irrigation repairs		-		-	5,000	0%
General maintenance		-		-	7,500	0%
Dog waste stations		-		-	4,000	0%
Total field operations	2	7,680		209,198	204,460	102%
·					·	_

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT **GENERAL FUND** STATEMENT OF REVENUES, EXPENDITURES, **AND CHANGES IN FUND BALANCES** FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year to Date	Budget	% of Budget
Amenity center - Highfield				
Internet & cable	-	-	2,500	0%
Electric	-	-	5,000	0%
Water/irrigation	-	-	5,000	0%
Potable water	-	-	10,000	0%
Alarm monitoring	-	-	900	0%
Monitoring	-	-	6,000	0%
Access cards	-	-	400	0%
Facility management	-	-	50,000	0%
Landscape maintenance	-	-	40,000	0%
Landscape contingency	-	-	3,000	0%
Pool service	-	-	10,800	0%
Janitorial services	-	-	6,000	0%
Janitorial supplies	-	-	5,000	0%
Fitness equipment lease	-	-	750	0%
Pest control	-	-	500	0%
Special events	-	-	5,000	0%
Fitness center repairs/supplies	-	-	600	0%
Insurance: property	-	-	35,000	0%
Amenity center - Twisted				
Internet & cable	-	-	1,000	0%
Electric	-	-	2,000	0%
Water/irrigation	-	-	2,000	0%
Potable water	-	-	4,000	0%
Alarm monitoring	-	-	400	0%
Monitoring	-	-	2,400	0%
Access cards	-	-	200	0%
Facility management	-	-	20,000	0%
Landscape maintenance	-	-	16,000	0%
Landscape contingency	-	-	1,600	0%
Pool service	-	-	5,000	0%
Janitorial services	-	-	2,400	0%
Janitorial supplies	-	-	2,000	0%
Fitness equipment lease	-	-	200	0%
Pest control	-	-	200	0%
Special events	-	-	3,000	0%
Fitness center repairs/supplies	-	-	200	0%
Insurance: property	-	-	35,000	0%
Total amenity center		_	284,050	-
Total expenditures	32,834	271,495	594,800	46%
Excess/(deficiency) of revenues				
over/(under) expenditures	(29,837)	99,720	-	
Fund balances - beginning Fund balances - ending	129,557 \$ 99,720	\$ 99,720	<u>-</u> \$ -	3

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, 2025

		urrent ⁄lonth		Year To Date	Bud	get	% of Budget
REVENUES	•	4 000	•		•		
Assessment levy: on-roll - net	\$	4,603	\$	282,505	\$	-	N/A
Assessment levy: off-roll		-		11,565	411	,991	3%
Interest		2,578		15,009	444	- 004	N/A
Total revenues		7,181	-	309,079	411	,991	75%
EXPENDITURES							
Debt service							
Principal		-		_	90	.000	0%
Interest		-		160,731		,463	50%
Total debt service				160,731		,463	39%
Other fees & charges							
Tax collector		92		5,646		-	N/A
Total other fees and charges		92		5,646			N/A
Total expenditures		92		166,377	411	,463	40%
Excess/(deficiency) of revenues							
over/(under) expenditures		7,089		142,702		529	
OTHER FINANCING SOURCES/(USES)							
Transfer out		_		(10,457)		_	N/A
Total other financing sources		-		(10,457)		-	N/A
Net change in fund balances		7,089		132,245		529	
Fund balances - beginning		831,515		706,359	595	5,571	
Fund balances - ending		838,604	\$	838,604	\$ 596		

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, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy: off-roll Assessment prepayments Interest Total revenues	\$ -	\$ 275,253	\$367,003	75%
	-	62,459	-	N/A
	2,186	10,036	-	N/A
	2,186	347,748	367,003	95%
EXPENDITURES Debt service Principal Interest	-	-	65,000	0%
	-	150,472	300,944	50%
Total expenditures Excess/(deficiency) of revenues over/(under) expenditures	2,186	150,472 197,276	1,059	41%
OTHER FINANCING SOURCES/(USES) Transfer out Total other financing sources	-	(9,306) (9,306)	<u>-</u>	N/A N/A
Net change in fund balances	2,186	187,970	1,059	
Fund balances - beginning	734,107	548,323	553,651	
Fund balances - ending	\$ 736,293	\$ 736,293	\$554,710	

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2024 FOR THE PERIOD ENDED MARCH 31, 2025

DEVENUE	Current Month	Year To Date
REVENUES Interest	\$ 3,092	\$ 23,660
Total revenues	3,092	23,660
EXPENDITURES Polyt comics		
Debt service Interest	_	296,615
Total debt service		296,615
Excess/(deficiency) of revenues over/(under) expenditures	3,092	(272,955)
OTHER FINANCING SOURCES/(USES)		
Transfer out		(12,674)
Total other financing sources		(12,674)
Net change in fund balances	3,092	(285,629)
Fund balances - beginning	1,000,447	1,289,168
Fund balances - ending	\$1,003,539	\$ 1,003,539

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, 2025

	Current Month		Year To Date	
REVENUES Developer contribution	\$	141,560	\$	326,034
Interest	Ψ	171	Ψ	11,356
Total revenues		141,731		337,390
EXPENDITURES				
Construction costs		143,571		327,113
Total expenditures		143,571		327,113
Excess/(deficiency) of revenues over/(under) expenditures		(1,840)		10,277
OTHER FINANCING SOURCES/(USES)				42.450
Transfer in Total other financing sources/(uses)	-			13,158 13,158
Total other illianding sources/(uses)				13,130
Net change in fund balances		(1,840)		23,435
Fund balances - beginning		5,759		(19,516)
Fund balances - ending	\$	3,919	\$	3,919

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, 2025

Current Month		`	Year To Date
\$	-	\$	87,247
	1_		8,596
	1		95,843
			190,022
	94,683		190,022
(9	94,682)		(94,179)
	-		9,306
			(2,701)
	-		6,605
(6	61,513 <u>)</u>		(68,621)
\$ (15	56,195)	\$	(156,195)
	\$ (§	Month	Month \$ - \$ 1 1 1 94,683 94,683 (94,682) (61,513)

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month		 Year To Date
REVENUES			_
Interest	\$	18,076	\$ 140,527
Total revenues		18,076	140,527
EXPENDITURES			
Construction costs		38,672	765,078
Total expenditures		38,672	765,078
Excess/(deficiency) of revenues over/(under) expenditures		(20,596)	(624,551)
OTHER FINANCING SOURCES/(USES)			
Transfer in			12,674
Total other financing sources/(uses)			12,674
Fund balances - beginning	5	5,845,240	6,436,521
Fund balances - ending	\$ 5	,824,644	\$ 5,824,644

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

1 2 3 4	TWIST	ITES OF MEETING TED OAKS POINTE DEVELOPMENT DISTRICT			
5	A Landowners' Meeting of the Tv	visted Oaks Pointe Community Development District			
6	was held on February 10, 2025 at 10:00	a.m., at The Villages Public Library at Pinellas Plaza,			
7	7375 Powell Rd., Conference Room 162, V	Vildwood, Florida 34785.			
8					
9 10	Present:				
11 12 13 14	Ernesto Torres William Fife	District Manager Chair/Proxy Holder			
15 16	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
17 18	Mr. Torres called the meeting to or	rder at 10:03 a.m.			
19 20	SECOND ORDER OF BUSINESS	Affidavit/Proof of Publication			
21 22	The affidavit of publication was inc	cluded for informational purposes.			
23 24 25	THIRD ORDER OF BUSINESS	Election of Chair to Conduct Landowners' Meeting			
26	Mr. Torres served as Chair to cond	uct the Landowners' meeting.			
27	Mr. Torres stated that Mr. Wil	liam Fife is the designated Proxy Holder for the			
28	Landowner, KL Twisted Oaks, LLC, who o	wns 357.911 acres, equating to 358 voting units, and			
29	151 platted units, equating to 151 voting units, for a total of 509 voting units. Mr. Fife is eligible				
30	to cast up to 509 votes per Seat.				
31					
32 33	FOURTH ORDER OF BUSINESS	Election of Supervisors [Seats 3, 4, 5]			
34	A. Nominations				
35	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	В.	Casting o	of Ballots		
41		• D	etermine Number of Voti	ng Units Represented	
42		A total o	f 509 voting units were rep	oresented.	
43		• D	etermine Number of Voti	ng Units Assigned by Proxy	
44		All 509 v	oting units were assigned I	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 Ta	bulation and Results		
50		Mr. Torre	es reported the following b	pallot 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 O	F BUSINESS	Landowners' Quest	ions/Comments
56 57		There we	ere no Landowners' questi	ons or comments.	
58			·		
59	SIXTH	ORDER O	F BUSINESS	Adjournment	
60				•	
61		There be	ing nothing further to disc	cuss, the meeting adjourned a	it 10:06 a.m.
62					
63					_,
64			[SIGNATURES APPE	AR ON THE FOLLOWING PAG	EJ

65		
66		
67		
68		
69		
70	Secretary/Assistant Secretary	Chair/Vice Chair

TWISTED OAKS POINTE CDD

February 10, 2025

TWISTED OAKS POINTE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

1		OF MEETING					
2	TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT						
3 4	The Board of Supervisors of the Twisted Oaks Pointe Community Development District						
	·	, ,					
5	held a Regular Meeting on February 10, 2025	5, immediately following the adjournment of the					
6	Landowners' meeting scheduled to commenc	e at 10:00 a.m., at The Villages Public Library at					
7	Pinellas Plaza, 7375 Powell Rd., Conference Ro	om 162, Wildwood, Florida 34785.					
8							
9 10	Present:						
11	Bill Fife	Chair					
12	Stephanie Vaughn	Vice Chair					
13	Kara Disotell	Assistant Secretary					
14	Pete Williams	Assistant Secretary					
15		·					
16	Also present:						
17							
18	Ernesto Torres	District Manager					
19	Jere Earlywine (via telephone)	District Counsel					
20							
21							
22	FIRST ORDER OF BUSINESS	Call to Order/Roll Call					
23							
24	Mr. Torres called the meeting to order						
25	Supervisors Fife and Vaughn and Supe	ervisors-Elect Williams and Disotell were present.					
26	Supervisor-Elect Beliveau was not present.						
27							
28	SECOND ORDER OF BUSINESS	Public Comments					
29							
30	No members of the public spoke.						
31							
32	THIRD ORDER OF BUSINESS	Administration of Oath of Office to Newly					
33		Elected Supervisors [Seats 3, 4 and 5] (the					
34		following to be provided in separate					
35		package)					
36							

37		Mr. Torres.	a Notary of the State of	Florida and duly authoriz	zed, administered the Oath			
38	of Office to Ms. Kara Disotell and Mr. Pete Williams. Ms. Disotell and Mr. Williams are familiar							
39								
		he following:						
40	A.	-	hics Training and Disclos	_				
41		• Sam	ple Form 1 2023/Instruct	tions				
42	В.	Membershi	Membership, Obligations and Responsibilities					
43	C.	Guide to Su	nshine Amendment and	Code of Ethics for Public	Officers and Employees			
44	D.	Form 8B: N	Memorandum of Voting	Conflict for County, N	Municipal and other Local			
45		Public Office	ers					
46								
47 48 49 50 51 52 53	FOURT	TH ORDER OF	BUSINESS	the Landowners Held Pursuant	of Resolution 2025-03, Certifying the Results of Certifying the Certifying the Certifying the Certifying Certifying the Certifying the Cert			
54		Mr. Torres	presented Resolution 20	25-03. The results of the	e Landowners' Election will			
55	be inse	erted into Sed	ctions 1 and 2. The Lando	wners' Election results w	vere as follows:			
56		Seat 3	Pete Williams	509 votes	4-Year Term			
57		Seat 4	Kara Disotell	509 votes	4-Year Term			
58		Seat 5	Greg Beliveau	500 votes	2-Year Term			
59								
60 61 62 63 64 65		Resolution : Election of	N by Mr. Williams and s 2025-03, Canvassing and Supervisors Held Pursua ng an Effective Date, was	d Certifying the Results of the Control of the Cont	of the Landowners'			
66 67 68 69	FIFTH	ORDER OF BU	USINESS	Electing and R	of Resolution 2025-04, emoving Officers of the viding for an Effective Date			
				5 0 4 8 4 VACID:				
70		Mr. Torres p	presented Resolution 202	5-04. Mr. Williams nomii	nated the following:			

99 100

101

102

103

SEVENTH ORDER OF BUSINESS

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

104

105		Mr. Earlywine presented the City of Wildwood Interlocal Agreement Regarding							
106	Main	tenance of Storm Inlets related to maintenance of the adjacent commercial and multi-							
107	family parcels.								
108		Discussion ensued regarding easements, the Cost Share Agreement, whether a POA will							
109	be es	tablished and methods of payments.							
110		It was noted that the grand opening for the commercial portions will be held on April							
111	16, 20	025; the multi-family parcels will likely not be occupied until 2026.							
112									
113 114 115 116 117		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.							
117 118	EIGH	TH ORDER OF BUSINESS Ratification Item(s)							
119 120		Mr. Torres presented the following:							
121	A.	Pulte Home Company, LLC Letter Agreement for Access for Installation of Landscaping							
122	В.	Yellowstone Landscape Southeast, LLC Landscape & Irrigation Services Agreement							
123									
124 125 126 127 128		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.							
129 130 131 132 133	NINT	H 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.							
134									
135 136 137		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.							
138 139 140	TENT	H ORDER OF BUSINESS Approval of Minutes							

141	A.	November 22, 2024 Special Public Meeting				
142	В.	December 9, 2024 Regular Meeting				
143 144 145		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.				
146 147 148 149	ELEV	ENTH ORDER OF BUSINESS	Staff Reports			
150	A.	A. District Counsel: Kutak Rock LLP Mr. Earlywine stated the insurance carrier engaged an Engineer to survey and insp				
151						
152	the C	CDD's lights. They were categorized in three categories and two were deemed uninsurable.				
153	He su	suggested inspecting them to ensure they are in good condition.				
154		Discussion ensued regarding the lighting contractor's assurances that it would self				
155	insur	re or provide insurance for the lights. Ms. Julie Cox is researching this.				
156	В.	District Engineer: Morris Engineering and Consulting, LLC				
157		There was no report.				
158	C.	District Manager: Wrathell, Hunt and Associates, LLC				
159		NEXT MEETING DATE: March	n 10, 2025 at 10:00 AM			
160		O QUORUM CHECK				
161		The next meeting will be held on March 10, 2025, unless canceled.				
162						
163 164	TWE	LFTH ORDER OF BUSINESS	Board Members' Comments/Requests			
165		There were no Board Members' com	nments or requests.			
166167	THIR	TEENTH ORDER OF BUSINESS	Public Comments			
168 169		No members of the public spoke.				
170 171 172	FOU	RTEENTH ORDER OF BUSINESS	Adjournment			
173 174		On MOTION by Mr. Fife and seconded by Ms. Vaughn, with all in favor, the meeting adjourned at 10:26 a.m.				

175			
176			
177			
178	Secretary/Assistant Secretary	Chair/Vice Chair	

TWISTED OAKS POINTE CDD

February 10, 2025

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 17, 2025

To: Daphne Gillyard:

As of April 15, 2025 there were 51 registered voters in the Twisted Oaks Pointe CDD.

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

mell 3/

Sumter County

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

¹Wildwood Community Center, 6500 Powell Road, Wildwood, Florida 34785

²Location to be determined

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 CANCELED	Regular Meeting	10:00 AM
May 12, 2025	Regular Meeting	10:00 AM
	Presentation of FY2026 Proposed Budget	
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