

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**February 9, 2026**

**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

<https://twistedoakspointecdd.net/>

February 2, 2026

### **ATTENDEES:**

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

Board of Supervisors

Twisted Oaks Pointe Community Development District

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold a Regular Meeting on February 9, 2026 at 11:30 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd. #100, Conference Room 102, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date [Felix Rodriguez]
4. Consideration of Resolution 2026-02, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [Seats 1, 2 & 5]
5. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]
  - B. October 1, 2025 - September 30, 2026
6. Consideration of Resolution 2026-03, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date
7. Consideration of Yellowstone Landscape Maintenance Services Proposal – Highfield Amenity Addendum
8. Ratification Items
  - A. Insight Capital Finance, LLC Leasing Proposal, Offering Summary and Onboarding Sheet

- B. Doggy Duty, LLC Dog Waste Removal Services Agreement
  - C. MKA International, Inc. Proposals for Project No. 2025.2677
    - I. Preliminary Budget Proposal
    - II. Budget Proposal – Inspection of Light Poles
  - D. Hughes Brothers Construction, Inc. Change Order No. 17 [Highfields Phase 1]
  - E. UES Professional Solutions, LLC Proposal for Geophysical Investigation [Highfield at Twisted Oaks Pond – Eastern Side]
  - F. Yellowstone Landscape Southeast, LLC Second Amendment to Landscape & Irrigation Services Agreement
  - G. Pillars Group, LLC Janitorial Maintenance Services Agreement
  - H. FDOT Subordination Agreement
  - I. Shops at Twisted Oaks, LLC
    - I. Perpetual Drainage Easement (Commercial Parcels)
    - II. Cost Share Agreement (Tracts C-3A, C-3B, C-4, C-5)
9. Acceptance of Unaudited Financial Statements as of December 31, 2025
10. Approval of July 14, 2025 Public Hearings and Regular Meeting Minutes
11. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Morris Engineering and Consulting, LLC*
  - C. Field Operations: *Atmos Living*
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 9, 2026 at 11:30 AM

○ QUORUM CHECK

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



12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

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

Sincerely,



Ernesto Torres  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 782 134 6157**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

## RESOLUTION 2026-01

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ELECTING OFFICER(S) 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 Officer(s) 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 Officer(s) shall be elected as Officer(s) as of February 9, 2026:

Felix Rodriguez Assistant Secretary

**SECTION 2.** The following prior appointments by the Board remain unaffected by this Resolution:

William Fife is Chair

Stephanie Vaughn is Vice Chair

Pete Williams is Assistant Secretary

Kara Disotell is Assistant Secretary

Greg Beliveau is Assistant Secretary

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 9<sup>TH</sup> DAY OF FEBRUARY, 2026.**

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWISTED OAKS  
POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE,  
TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION;  
PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE  
LANDOWNER ELECTION; PROVIDING FOR SEVERABILITY AND AN  
EFFECTIVE DATE**

**WHEREAS**, 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*, being situated entirely within Sumter County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the City of Wildwood Ordinance No. O2022-57 creating the District (the "Ordinance") is July 25, 2022; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November, 2026 at \_\_\_\_:\_\_\_\_ \_\_.m., at

\_\_\_\_\_  
\_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 9<sup>th</sup> day of February, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of February, 2026.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A



**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Twisted Oaks Pointe Community Development District (the "District") in Sumter County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

**DATE:** November \_\_\_, 2026

**TIME:** \_\_\_:\_\_\_ .m.

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** \_\_, **2026**

TIME: \_\_: \_\_ .m.

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
SUMTER COUNTY, FLORIDA  
LANDOWNERS' MEETING – November \_\_, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Twisted Oaks Pointe Community Development District to be held at \_\_:\_\_ \_\_.m., on November \_\_, 2026 at \_\_\_\_\_, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
SUMTER COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Twisted Oaks Pointe Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
1.	_____	_____
2.	_____	_____
5.	_____	_____

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

Signed: \_\_\_\_\_

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

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5A**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☒ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☒ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☒ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☒

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☒ No ☐



### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☒ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes ☒ No ☐



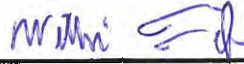
District Manager

ERNESTO J. Torres

Print Name

12/9/24

Date



Chair/Vice Chair, Board of Supervisors

William T. Fife

Print Name

12/9/24

Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5B**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes ☐ No ☐

---

District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Print Name

---

Date

---

Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**



**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
TWISTED OAKS POINTE COMMUNITY DEVELOPMENT  
DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET  
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND  
ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, on July 8, 2024, pursuant to Resolution 2024-09, the Board of Supervisors (hereinafter referred to as the “Board”) of the Twisted Oaks Pointe Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2024/2025; and

**WHEREAS**, the Board desires to amend the previously adopted Fiscal Year 2024/2025 budget.

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

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2025 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of February, 2026.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2025  
EFFECTIVE NOVEMBER 30, 2025**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2025**

	FY 2025 Actual	Adoped Budget FY 2025	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2025 Amended Budget
<b>REVENUES</b>					
Assessment levy: on-roll - net	\$ 106,999	\$ -	\$ (106,999)	\$ 106,999	\$ 106,999
Assessment levy: off-roll	153,397	257,885	104,488	(104,488)	153,397
Lot closing assessment	27,304	-	(27,304)	27,304	27,304
Landowner contribution	269,104	336,915	67,811	59,865	396,780
Interest and miscellaneous	6,120	-	(6,120)	6,120	6,120
Total revenues	<u>562,924</u>	<u>594,800</u>	<u>31,876</u>	<u>95,800</u>	<u>690,600</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	861	4,000	3,139	(3,139)	861
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal	34,707	25,000	(9,707)	9,707	34,707
Engineering	2,230	2,000	(230)	40,230	42,230
Audit	6,900	5,500	(1,400)	1,400	6,900
Arbitrage rebate calculation	-	500	500	(500)	-
Dissemination agent	2,000	1,000	(1,000)	1,000	2,000
Trustee	11,250	5,500	(5,750)	5,750	11,250
Telephone	200	200	-	-	200
Postage	441	500	59	(59)	441
Printing & binding	500	500	-	-	500
Legal advertising	2,343	6,500	4,157	(4,157)	2,343
Annual special district fee	175	175	-	-	175
Insurance	5,564	5,500	(64)	64	5,564
Contingencies/bank charges	1,045	500	(545)	20,545	21,045
Website	-	-	-	-	-
Hosting & maintenance	705	705	-	-	705
EMMA software services	4,500	-	(4,500)	4,500	4,500
ADA compliance	210	210	-	-	210
Tax collector	2,138	-	(2,138)	2,138	2,138
Total professional & administrative	<u>123,769</u>	<u>106,290</u>	<u>(17,479)</u>	<u>77,479</u>	<u>183,769</u>
<b>Field operations</b>					
Management	7,745	12,960	5,215	(5,215)	7,745
Stomwater management	-	-	-	-	-
Maintenance contract dry ponds	-	25,000	25,000	(25,000)	-
Wetland maintenance	-	10,000	10,000	(10,000)	-
Repair/maintenace/pressure washing	-	5,000	5,000	(5,000)	-
Electric/utilities	201,811	25,000	(176,811)	176,811	201,811
Landscape maintenance	271,654	100,000	(171,654)	171,654	271,654
Landscape contingency	2,500	10,000	7,500	(7,500)	2,500
Irrigation repairs	-	5,000	5,000	(5,000)	-
General maintenance	-	7,500	7,500	(7,500)	-
Dog waste stations	-	4,000	4,000	(4,000)	-
Total field operations	<u>483,710</u>	<u>204,460</u>	<u>(279,250)</u>	<u>279,250</u>	<u>483,710</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED BUDGET  
FISCAL YEAR 2025**

	FY 2025 Actual	Adoped Budget FY 2025	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2025 Amended Budget
<b>Amenity center - Highfield</b>					
Internet & cable	-	2,500	2,500	(2,500)	-
Electric	5,115	5,000	(115)	115	5,115
Water/irrigation	-	5,000	5,000	(5,000)	-
Potable water	-	10,000	10,000	(10,000)	-
Alarm monitoring	-	900	900	(900)	-
Monitoring	-	6,000	6,000	(6,000)	-
Access cards	-	400	400	(400)	-
Facility management	-	50,000	50,000	(50,000)	-
Landscape maintenance	-	40,000	40,000	(40,000)	-
Landscape contingency	-	3,000	3,000	(3,000)	-
Pool service	-	10,800	10,800	(10,800)	-
Janitorial services	-	6,000	6,000	(6,000)	-
Janitorial supplies	-	5,000	5,000	(5,000)	-
Fitness equipment lease	-	750	750	(750)	-
Pest control	-	500	500	(500)	-
Special events	-	5,000	5,000	(5,000)	-
Fitness center repairs/supplies	-	600	600	(600)	-
Insurance: property	13,366	35,000	21,634	(21,634)	13,366
<b>Amenity center - Twisted</b>					
Internet & cable	-	1,000	1,000	(1,000)	-
Electric	-	2,000	2,000	(2,000)	-
Water/irrigation	-	2,000	2,000	(2,000)	-
Potable water	-	4,000	4,000	(4,000)	-
Alarm monitoring	-	400	400	(400)	-
Monitoring	-	2,400	2,400	(2,400)	-
Access cards	-	200	200	(200)	-
Facility management	-	20,000	20,000	(20,000)	-
Landscape maintenance	-	16,000	16,000	(16,000)	-
Landscape contingency	4,640	1,600	(3,040)	3,040	4,640
Pool service	-	5,000	5,000	(5,000)	-
Janitorial services	-	2,400	2,400	(2,400)	-
Janitorial supplies	-	2,000	2,000	(2,000)	-
Fitness equipment lease	-	200	200	(200)	-
Pest control	-	200	200	(200)	-
Special events	-	3,000	3,000	(3,000)	-
Fitness center repairs/supplies	-	200	200	(200)	-
Insurance: property	-	35,000	35,000	(35,000)	-
Total amenity center	23,121	284,050	260,929	(260,929)	23,121
Total expenditures	630,600	594,800	(35,800)	95,800	690,600
Excess/(deficiency) of revenues over/(under) expenditures	(67,676)	-	67,676	-	-
Fund balances - beginning	-	-	-	-	-
Fund balances - ending	<u>\$ (67,676)</u>	<u>\$ -</u>	<u>\$ 67,676</u>	<u>\$ -</u>	<u>\$ -</u>

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



Landscape Maintenance Services Proposal  
prepared for

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT  
DISTRICT - HIGHFIELD AMENITY**

January 27, 2026



Ernesto Torres  
District Manager



# SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.





## EXHIBIT A

### SCOPE OF SERVICES

#### PART 1

##### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

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

**Pond Mowing** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing



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

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

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

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

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



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

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

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

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

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

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

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

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curbline expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

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

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

## **PART 2**

### **FERTILIZATION**

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

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

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

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF



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

#### **All Bahia Sod:**

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

#### **All Zoysia Sod:**

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

#### **All Bermuda Sod:**

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

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

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

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

any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

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

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

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

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

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

#### **PALM FERTILIZATION:**

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

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

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

### **PART 3**

#### **PEST CONTROL**

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

**Insects and Disease Control for Trees, Palms and Plants** - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be



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

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

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

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

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

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

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

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

Pest Control shall be included in the Contract Amount.

## **PART 4**

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

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

These inspections shall include:

**A. Irrigation Controllers**

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

**B. Water Sources**

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

**C. Irrigation Systems**

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

**D. Report**

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

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

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

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to



include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

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

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

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

## **PART 5**

### **INSTALLATION OF MULCH**

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

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

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

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

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

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

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

## **PART 6**

### **ANNUAL INSTALLATION**

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

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

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

#### **December through March**

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

#### **April through June**

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

#### **July through November**

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

#### **November and December**

Red and white petunias

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

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

[END OF SECTION]

# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
<b>Mowing &amp; Detail</b> Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 12', Weeding, Trash, & Cleanup	\$10,900
<b>Integrated Pest Management</b> Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications for Turf, Trees & Shrubs	\$1,200
<b>Irrigation Inspections</b> Includes Monthly Inspection with Standard Irrigation Reports	\$1,600
<b>Palm Pruning</b> Includes Pruning of all Palms 1x per year	\$1,300
<b>ANNUAL GRAND TOTAL</b>	<b>\$15,000</b>

ANNUAL GRAND TOTAL	\$15,000.00
MONTHLY GRAND TOTAL	\$1,250.00



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

**THANK YOU FOR YOUR TRUST**

We look forward to working with you!

---

**YELLOWSTONELANDSCAPE.COM**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS A**





# **LEASE COMMITMENT LETTER**

**PREPARED FOR:  
TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**





Insight Capital Finance, LLC is pleased to present this lease commitment letter to Twisted Oaks Pointe Community Development District in the amount of \$187,863.35 in equipment described below, including freight and Installation (but before tax) according to the terms and conditions indicated herein.

## LESSEE

**Twisted Oaks Pointe Community Development District**  
9009 Wildlight Trail  
Wildwood, FL 34785

## LESSOR

**Insight Capital Finance, LLC**  
611 Anton Blvd., Suite 700  
Costa Mesa, CA 92626

### LEASE PROPOSAL – FINANCE LEASE (\$101.00 PURCHASE OPTION)

Vendor	Equipment	Lease Amount	Term	Payment	First Payment
WellFit HMC	Quote #: WF-951-R5	\$187,863.35	60 months	\$3,985.00	In Arrears

### SOC-1 Audited Lease Reports

Ready for the New Lease Accounting? Our AMOS system is SOC-1 audited and generates right of use & lease liability reports for your leases. It includes a document repository, finance & operating lease options and future rent forecasting capabilities.

### Order Now with FastTrack

Worried about getting orders placed and not having a Master Lease finalized? Not anymore! We will place all urgent purchase orders upon receipt of executed proposal letter. We then finalize the Master Lease over the following weeks.



### Lease and Asset Management System

- Track Assets, Manage Leases
- Personalized Executive Dashboard
- Alerts To Maturing Leases
- Visibility To Executed Docs & Invoices
- Flexible API Integrations
- Lease Accounting Reports



**Purchase Order Authorization:** With respect to any executed lease proposal outlining the cost, rent, term and equipment to be leased under a Schedule, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name, and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation or termination of said purchase order in the event that the lease financing of said Equipment contemplated in lease proposal is not consummated.

**Vendor Payments:** Lessor will issue vendor milestone or invoice payments upon receipt of an executed Equipment Acceptance certificate or payment authorization during the Equipment installation intervals, including down-payments or other advance payments authorized by Lessee. Prior to making all such payments Lessor and Lessee will enter into a separate agreement.

**Base Term Commencement Date:** The Base Term of the Lease will commence on the first day of the month following the date of final acceptance of the Equipment (the "Acceptance Date"). Payments will

begin on that day (start of Base Term), if in advance, or thirty (30) days after, if in arrears.

**Lease Rate Adjustment:** The lease rate quoted in this proposal has been calculated, in part, using an interest rate tied to the current yield of a comparable term SOFR Interest Rate Swaps as reported at [www.barchart.com](http://www.barchart.com) for August 18, 2025. The lease rate quoted is subject to change in the event such SOFR Interest Rate Swap yields increase by 10 or more basis points (1/10th per cent) prior to the lease commencement date or Lessor has determined that there is an adverse change in Lessee's credit standing, or a material adverse change in the financial business operations, properties, assets or prospects of the Lessee.

**\$101 Buyout Option:**

- Purchase the equipment for \$101.00

**Documentation Fee:** A one-time documentation fee of \$350.00 will be invoiced at the time of commencement.

**Conditions Precedent:** In addition to the conditions set forth above, this transaction is contingent upon (i) successful execution of mutually agreed upon transaction documentation, including, but not limited to, Equipment Lease, and/or Master Lease, if applicable, Lease Schedules,

Landlord Contact, Completed Insurance and ACH Authorization Forms and other required documents; (ii) the continuing review and approval by Insight's Finance Committee; and (iii) verification that the Equipment is of the general description contemplated above.

**Market Disruption:** Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets, including but not limited to governmental action or any event which cause material adverse change in the extension of credit by lenders generally, Lessor shall have the ability to amend its pricing contained herein. In such a case, Lessor shall provide an updated proposal and Lessee will have the option to execute as revised.

**UCC Authorization:** In order to secure our ownership or interest in the Equipment, you grant us a purchase money security interest thereto (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file UCC financing statements (or other documents specific to the Equipment) that we may require to protect our interest in the Equipment.

**Proposal Expiration:** This proposal may be withdrawn at any time at Lessor's sole discretion and shall expire 30 days from the date specified above unless extended by Lessor.

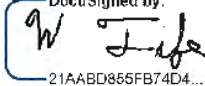
Please indicate your acceptance of the terms of this proposal by having an authorized signer sign in the space below. Upon receipt of the signed proposal, Insight will issue a purchase order to the Vendor(s). We look forward to the opportunity to serve your financial needs. Please do not hesitate to call me at 631-275-7458 if you have any questions.

Sincerely,



**Victoria Grillo**  
Sr. Account Executive  
631-275-7458  
[vgrillo@insightcapitalfinance.com](mailto:vgrillo@insightcapitalfinance.com)

Agreed to and Accepted by:

Lessee: Twisted Oaks Pointe Community Development District  
Name:   
Title: Board President  
Date: 8/26/2025

Initial  

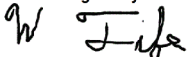

**OFFER SUMMARY – LEASE FINANCING****Twisted Oaks Pointe Community Development District**

Funding Provided	\$187,863.35 *	<p>This is how much funding Insight Capital Finance, LLC will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is \$0.00. For more information on what amounts will be deducted, please review the attached document “Itemization of Amount Financed.”</p> <p>*This is an estimate and may change based upon the final cost we pay the suppliers of the equipment and/or services being leased otherwise provided to you. We have used this estimate to determine the Estimated Annual Percentage Rate (APR), Estimated Finance Charge, Estimated Total Payment Amount and Estimated Payment. Each estimate assumes that you timely comply with all of your obligations under the financing.</p>																																																																								
Finance Charge	\$51,236.65 *	<table><tr><td>Payment 1</td><td>1,504.42</td></tr><tr><td>Payment 2</td><td>1,535.75</td></tr><tr><td>Payment 3</td><td>1,515.46</td></tr><tr><td>Payment 4</td><td>1,495.00</td></tr><tr><td>Payment 5</td><td>1,474.37</td></tr><tr><td>Payment 6</td><td>1,453.57</td></tr><tr><td>Payment 7</td><td>1,432.60</td></tr><tr><td>Payment 8</td><td>1,411.46</td></tr><tr><td>Payment 9</td><td>1,390.14</td></tr><tr><td>Payment 10</td><td>1,368.64</td></tr><tr><td>Payment 11</td><td>1,346.97</td></tr><tr><td>Payment 12</td><td>1,325.11</td></tr><tr><td>Payment 13</td><td>1,303.08</td></tr><tr><td>Payment 14</td><td>1,280.86</td></tr><tr><td>Payment 15</td><td>1,258.46</td></tr><tr><td>Payment 16</td><td>1,235.87</td></tr><tr><td>Payment 17</td><td>1,213.10</td></tr><tr><td>Payment 18</td><td>1,190.13</td></tr><tr><td>Payment 19</td><td>1,166.98</td></tr><tr><td>Payment 20</td><td>1,143.63</td></tr><tr><td>Payment 21</td><td>1,120.10</td></tr><tr><td>Payment 22</td><td>1,096.36</td></tr><tr><td>Payment 23</td><td>1,072.43</td></tr><tr><td>Payment 24</td><td>1,048.30</td></tr><tr><td>Payment 25</td><td>1,023.98</td></tr><tr><td>Payment 26</td><td>999.45</td></tr><tr><td>Payment 27</td><td>974.71</td></tr><tr><td>Payment 28</td><td>949.78</td></tr><tr><td>Payment 29</td><td>924.63</td></tr><tr><td>Payment 30</td><td>899.28</td></tr><tr><td>Payment 31</td><td>873.72</td></tr><tr><td>Payment 32</td><td>847.94</td></tr><tr><td>Payment 33</td><td>821.95</td></tr><tr><td>Payment 34</td><td>795.75</td></tr><tr><td>Payment 35</td><td>769.33</td></tr><tr><td>Payment 36</td><td>742.69</td></tr></table>	Payment 1	1,504.42	Payment 2	1,535.75	Payment 3	1,515.46	Payment 4	1,495.00	Payment 5	1,474.37	Payment 6	1,453.57	Payment 7	1,432.60	Payment 8	1,411.46	Payment 9	1,390.14	Payment 10	1,368.64	Payment 11	1,346.97	Payment 12	1,325.11	Payment 13	1,303.08	Payment 14	1,280.86	Payment 15	1,258.46	Payment 16	1,235.87	Payment 17	1,213.10	Payment 18	1,190.13	Payment 19	1,166.98	Payment 20	1,143.63	Payment 21	1,120.10	Payment 22	1,096.36	Payment 23	1,072.43	Payment 24	1,048.30	Payment 25	1,023.98	Payment 26	999.45	Payment 27	974.71	Payment 28	949.78	Payment 29	924.63	Payment 30	899.28	Payment 31	873.72	Payment 32	847.94	Payment 33	821.95	Payment 34	795.75	Payment 35	769.33	Payment 36	742.69
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Total Payment Amount	<b>\$239,100.00</b>	This is the total dollar amount of payments you will make during the term of the contract (including the cost of the purchase option).
Payment	<b>\$0.00 (due upon your execution of the contract)</b>  <b>\$0.00 (due at end of Interim Term)</b>  <b>\$3,985.00/month (following end of Interim Term)</b>  <b>\$101.00 End of Term Purchase Option Price</b>	These are the amounts you will pay upon your execution of the contract, at the end of the Interim Term, and each month thereafter during the term of the contract, as well as the purchase price you may pay at the end of the lease to acquire the property.
Term	<b>60 months (commencing following the end of the Interim Term)</b>	
Prepayment	If you pay off the financing early, you will need to pay all or a portion of the finance charge up to \$51,236.65 If you pay off the financing early you will not pay additional fees.	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below you are confirming that you have received this information.

DocuSigned by:



21AABD855FB74D4...ature

8/26/2025

Date

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	\$0.00*
2. Final Cost of Your Equipment and/or Services Which We Paid Directly to Your Suppliers	\$187,863.35
3. Amount Provided to You or on Your Behalf (1 + 2)	\$187,863.35
4. Prepaid Finance Charges	\$0.00*
5. Amount Financed (3 minus 4)	\$187,863.35

\*This is an estimate and may change based upon the final cost we pay the suppliers of the equipment and/or services being leased otherwise provided to you. We have used this estimate to determine the Estimated Annual Percentage Rate (APR), Estimated Finance Charge, Estimated Total Payment Amount, Estimated Payment and Itemization of Amount Financed. Each estimate assumes that you timely comply with all of your obligations under the financing.



**Insight**  
Capital Finance

## CUSTOMER ONBOARDING SHEET

### LESSEE/BORROWER:

#### DOCUMENT SIGNOR:

*Individual who is authorized to bind the entity into a financial obligation*

Name: William Fife  
Title: Board President  
Email Address: wfife@brookfieldkolter.com  
Cell Phone: 4075366099

#### SECONDARY SIGNOR:

*Attests to the document signor's authority*

Name: .  
Title: .  
Email Address: .

#### ACCOUNTS PAYABLE CONTACT:

*Who can we contact for payment-related inquiries?*

Name: Wrathell Hunt  
Email: Twistedoakspointecdd@districtap.com  
Phone Number: 5615710010

#### TAX TREATMENT:

*The state may require sales use tax to be billed and remitted upfront. Please advise how you'd like this handled.*

☐ Please bill me separately\*\*  
☐ Please include this amount in the Lease  
☒ Tax Exempt - Please provide Tax Exempt Certificate issued to:  
Insight Capital Finance, LLC 611 Anton Blvd Suite 700 Costa Mesa CA 92626

#### INSURANCE INFORMATION:

*We will contact your insurance agent directly to obtain the certificates needed*

Agent Name: Egis  
Agent Phone: 888-259-3010  
Agent Email: .

#### ACH INFORMATION:

*The ACH details provided will be utilized for auto-pay after commencement of the lease(s)/EFA(s) and a member of our team will verify your draw date and amount prior to the first draft pull. Please leave blank if paying by check.*

Bank Name: N/A - ACH NOT APPLICABLE  
Bank City, State: PAYMENTS TO BE MADE VIA CHECK  
Account Number:  
Routing Number:

\*Your cell phone number is used as a form of dual authentication in DocuSign for execution of contracts.

\*\*The final tax amount will be determined at time of funding and an invoice will be sent to you shortly after commencement.

## Please sign and return this form with a copy of your signed W-9

Lessee/Borrower hereby authorize Insight Capital Finance, LLC and its designated paying agent to initiate electronic debit entries to account specified below for payments owed under Commenced Schedule/Lease/EFA Agreement(s). It is acknowledged by the parties hereto that the origination of ACH transactions must comply with the provisions of United States Law. This authorization is to remain in full force and effect until Insight has received written notification from the Lessee of its revocation. Revocation will be in such time and in such manner as to afford Insight Capital Finance and Depository a reasonable opportunity to act on it. (NOTE THAT ANY SUCH REVOCATION MAY HAVE IMPLICATIONS UNDER THE TERMS OF THE LEASE AGREEMENT.)

**Lessee/Borrower Signature:** N/A - NO ACH

**Name, Title:**

**Date:**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS B**

## **DOG WASTE REMOVAL SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this 15 day of July 2025, by and between:

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**DOGGY DUTY, LLC**, a Florida limited liability company, with a mailing address of 3043 Alessa Loop, Apopka, Florida 32703 ("**Contractor**").

### **RECITALS**

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

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

**WHEREAS**, the District has a need to retain an independent contractor to provide weekly dog waste removal services for twelve (12) dog waste stations located within the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide dog waste removal services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

### **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional dog waste removal services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.



**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF DOG WASTE REMOVAL SERVICES.** The Contractor will provide weekly dog waste removal services for twelve (12) dog waste stations located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its

representative.

- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

## **SECTION 5. COMPENSATION; TERM.**

A. As compensation for the weekly Services described in this Agreement, the District agrees to pay the Contractor **Six Hundred Dollars (\$600.00) per month**. The District also agrees to pay a one time cost of **Three Thousand Four Hundred Ninety Dollars (\$3,490)** for the installation of 10 pet waste stations. The term of this Agreement shall be through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall

invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

## **SECTION 6. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or

subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement

immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained

in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Doggy Duty, LLC  
3043 Alessa Loop  
Apopka, Florida 32703  
Attn: Tatiana Anderson

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation



other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Sumter County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.



**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 31. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not

in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

7/15/2025

Signed by:

*William Fife*

FE333560AE014E1...

Chairperson, Board of Supervisors

**DOGGY DUTY, LLC**

7/15/2025

Signed by:

*Tatiana Anderson*

9FC974B80D294E4...

Tatiana Anderson

By:

Its: Owner

**Exhibit A:**      Description of Services

**Exhibit A**  
**Description of Services**



**SERVICES AGREEMENT**  
**SCHEDULE A**  
**BY AND BETWEEN**  
**"The Company" AND Doggy Duty, LLC**

**EFFECTIVE DATE OF:**  
**July 11, 2025 - July 11, 2026**

**Description of Services:**

- Weekly emptying and refill of approximately 12 pet waste stations.
- Double-bagging dog waste as per EPA standards.
- Monthly invoicing, pro-rated for the first month.

**Services Standards:**

These services are designed to maintain cleanliness, functionality, and operational efficiency of all dog waste stations serviced under this Agreement.

- Weekly emptying of dog waste stations.
- Removal of all waste within a six-foot radius of each waste station.
- Weekly restocking of dog poop bag dispensers as required (bags invoiced separately on a monthly basis).
- Inventory management of all supplies related to the service.
- Ensuring continuous functionality and maintenance of all stations.
- Safely transport waste to the landfill for processing, at no additional cost to the Association.

**Costs:**

- **\$12.50** per station; per visit; 12 Stations
- Dispenser bags invoiced separately
- Total monthly service cost: **\$600.**
- One Time Installation of 10 Pet Waste Station totalling \$3,490.

**Additional Services:**

- New or replacement dog waste stations: \$349 each, service includes station and installation.
- Storm Pre and Clean Up.
- Installation of Notice Boards, Signage and Outdoor Seating.
- Minor HOA maintenance repairs.

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS C**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS CI**

**MKA International, Inc.**

**Construction Consultants & Engineers**

100% Employee Owned Company

FLORIDA CONTRACTOR LICENSE NO. CGC054353

September 4, 2025

ERNESTO TORRES, DISTRICT MANAGER

**TWISTED OAKS POINTE CDD**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

**RE: TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT V. RECOVERED ENERGY TECHNOLOGIES USA, INC.**

**KUTAK ROCK LLP FILE NO.: PLEASE ADVISE**

**REPRESENTS: TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

**SITE ADDRESS: 9009 WILDLIGHT TRAIL, WILDWOOD, FL 34785**

**MKA PROJECT NO.: 2025.2677**

**PRELIMINARY BUDGET PROPOSAL**

Dear Mr. Torres:

Further to your email on July 25, 2025, *MKA International, Inc. (MKA)* hereby confirms our bid proposal as requested on the above-referenced project.

**Option 1:** A budget for our services, based on our knowledge at this time is **approximately \$81,400.**

**Our tasks for Option 1 will be as follows:**

- Undertake site investigation to document conditions of light poles via boom lifts to capture conditions at tops of light poles in addition to ground level observations.
- Prepare spreadsheet with quantification of observed conditions.
- Attend meetings, negotiations, mediations, expert conferences, etc., as requested.\*
- Performance of structural analysis of the light poles is not included within this budget.\*

Please note, the above budget excludes any applicable sales tax.



**Option 2:** A budget for our services, based on our knowledge at this time is **approximately \$40,700.**

**Our tasks for Option 2 will be as follows:**

- Undertake site investigation to document conditions of light poles from ground level.
- Prepare spreadsheet with quantification of observed conditions.
- Attend meetings, negotiations, mediations, expert conferences, etc., as requested.\*
- Performance of structural analysis of the light poles is not included within this budget.\*

Please note, the above budget excludes any applicable sales tax.

Although every attempt has been made to ensure that this budget is as accurate as possible, I would like to advise you that due to the magnitude of this catastrophe, unforeseen logistical and infrastructural circumstances may impact our normally anticipated tasks. I will advise you if changes are needed or if additional services become necessary, prior to exceeding the budget.

The above services will be billed on a time and expense basis in accordance with the enclosed Terms & Conditions and Fee Schedule. Please advise us of any special billing procedures (i.e., if you wish us to forward our invoices to paying party/parties directly on your behalf) or any other special instructions we should follow to facilitate the processing of our monthly invoices.

If applicable and for the purposes of billing only, please provide us the insurance carrier(s) information involved in this matter, including the claim and policy number(s) and contact information. In the event that our invoice is not paid within 90 days, we reserve the right to reach out to the paying parties directly.

Please sign and date this letter agreement where indicated below and return the original to my attention. If we do not receive notice to the contrary, or an executed copy is not received within ten days, acceptance of this agreement will be assumed, and work will be performed under the enclosed Terms & Conditions.







100% Employee Owned Company

ERNESTO TORRES, DISTRICT MANAGER

MKA Project No.: 2025.2677

September 4, 2025

Page 3 of 3

I would like to thank you for giving us the opportunity to assist you, and look forward to contributing towards a successful resolution.

Sincerely,

MKA INTERNATIONAL, INC.

A handwritten signature in black ink, appearing to read "Blake A. Tuomy", written over a light blue horizontal line.

Blake A. Tuomy, PE  
Regional Manager

BAT/ktt

Accepted for: TWISTED OAKS POINTE CDD

Signed by:  
By: A handwritten signature in black ink, appearing to read "Ernesto Torres", written over a light blue horizontal line.  
FE333560AE014E1...

Chairperson

Date: 9/5/2025

Enclosures: Terms & Conditions  
Fee Schedule

\*A budget for these tasks has yet to be determined.



**MKA INTERNATIONAL, INC.**  
**STANDARD GENERAL TERMS AND CONDITIONS**

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**ARTICLE 1 - SERVICES OF MKA**

**1.1 Scope of Services.** MKA's scope of Services ("Services") shall be limited to those services expressly set forth in the cover pages of the Agreement. The Services shall be subject to the terms and conditions set forth herein.

**1.2 Licensure.** MKA shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in the MKA Services), MKA shall assist Client in attempting to obtain, or on behalf of Client and in Client's name, attempt to obtain, those permits and approvals required for the Project for which MKA Services are being rendered.

**1.3 Unexpected Conditions.** If conditions actually encountered at the Project site differ materially from those represented by Client, or shown or indicated in the Contract Documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Project, the MKA Services, and MKA's Fee Schedule, of the Agreement shall be equitably adjusted.

**1.4 Use of Sub-consultants.** Without modifying the Services or Fee Schedule, at the request of the Client and/or where MKA deems it necessary, MKA may employ Sub-consultants to assist in furnishing its Services.

**ARTICLE 2 - FEES FOR ADDITIONAL SERVICES**

Fees for MKA Services attributable to any additional services provided by MKA, which are not specifically included in the cover pages ("Additional Services"), will be based on the actual time expended on the Project, including travel, with the hourly rates based on the MKA Fee Schedule. Reimbursable expenses will be based on the rates listed on the MKA Fee Schedule. MKA will not commence work on any Additional Services that would require an additional fee pursuant to this Section without the prior written consent of the Client.

**ARTICLE 3 - RENDERING SERVICES**

MKA shall perform its Services in keeping with the Standard of Care (as defined herein). MKA shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of its Services or MKA's inability to complete its performance resulting from (i) strikes, work stoppages, walkouts, lockouts, accidents, pandemics, epidemics, government mandated shut-downs, acts of God, war, riot, explosion, terrorism, weather, natural calamities, acts of government or national emergency, defaults of Contractors, Subcontractors, Sub-consultants or Suppliers, and other delays unavoidable or beyond MKA's reasonable control; (ii) delays caused by failure of Client, Client's agents or Client's Contractor to furnish information or to approve or disapprove MKA's work promptly; (iii) due to late or slow, or faulty performance by Client, other Contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of MKA's work and/or (iv) supply chain disruptions, regardless of the cause of such disruption. In the event of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

**ARTICLE 4 - PAYMENTS TO MKA**

**4.1 Invoices.** Invoices for fees and other charges shall be prepared in accordance with MKA's standard invoicing practices and shall be submitted to Client not more frequently than monthly for all Services rendered as the work progresses. The net amount shall be due within thirty (30) calendar days. Payments on invoices submitted by MKA for Services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by Client, unless MKA agrees or has been finally determined liable for such amounts.

**4.2 Late Payments.** Invoices are due and payable within thirty (30) calendar days of receipt. If Client fails to pay an MKA invoice within such thirty (30) days after receipt, Client shall pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of the lesser of four percent (4%) above the prime rate as reported in The Wall Street Journal, and the maximum rate permitted by applicable law, such interest to run from the date upon which payment of such sum became due until payment thereof in full to MKA together with such interest.

**4.3 Suspension of Services.** If Client does not pay an MKA invoice within thirty (30) calendar days of submission to Client, MKA may, in addition to collecting the interest due under Section 4.2 hereof, provide written notice to the Client notifying Client of MKA's action to suspend further Services until all outstanding payments, including all interest for late payments, are brought current. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

**4.4 Recordkeeping.** Records of MKA's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

**ARTICLE 5 - SUSPENSION OF SERVICES**

The Client may, at any time, by written notice to MKA, suspend further Services by MKA. The Client shall remain liable for, and shall promptly pay MKA for all services rendered up to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay MKA pursuant to the rates and charges set forth in MKA Fee Schedule. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

**ARTICLE 6 - STANDARD OF CARE**

**Professional Standard of Care.** The standard of care for all professional Services performed or furnished by MKA, its Employees, Independent Professional Associates, and Sub-consultants under this Agreement shall be the skill and care ordinarily exercised by other members of MKA's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by MKA (the "Standard of Care"). MKA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**61 Compliance with Laws.** MKA and Client will use reasonable care to comply with applicable laws and regulations in effect in the State in which its services are being performed and in the geographic location of the Project at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

**62 Use of Client Provided Information and Software.** MKA may use requirements, programs, software, instructions, reports, data, and information furnished by Client to MKA in performing its Services under this Agreement. MKA may rely on the accuracy and completeness of requirements, programs, software, instructions, reports, data, and other information furnished by Client to MKA and MKA shall have no duty to independently verify such information and MKA shall have no responsibility nor liability with respect to Client's choice of software systems. Client shall, only to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from MKA's reliance on or use of Client furnished information as described in this Section 6.3, for which Client is solely responsible, except to the extent of MKA and its Sub-consultant's negligence or wrongful acts, errors, omissions in regards to its own work, or in the event of a breach of contract by MKA.

**63 Opinions of Probable Costs.** When required as part of its work, MKA will furnish opinions of probable cost, but MKA does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by MKA hereunder will be made on the basis of MKA's experience and qualifications and will represent MKA's judgment as an experienced and qualified professional. However, users of the probable cost opinions must recognize that MKA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractors' means and methods of determining prices or performing the work or over the competitive bidding process.

**64 Review of Contractor's Shop Drawings and Submittals.** If review of a Contractor's shop drawings and submittals are included in MKA's Services, MKA shall review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit. This review is solely for the limited purpose of determining general overall conformance with the relevant party's design concept and shall not include a review of the accuracy, quality or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the Contractor and/or the Engineer of Record. MKA's review shall be conducted with reasonable promptness while allowing sufficient time, in MKA's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that MKA has reviewed the entire assembly of which the item is a component. MKA shall not be responsible for any deviations by the Contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of MKA by the Contractor in writing. MKA is not responsible for, nor shall MKA be in charge or control of, directly or indirectly, any construction means, methods, sequences or procedures, or coordination of any work or trade, construction safety or precautions on the Project.

## **ARTICLE 7 - NO WARRANTY**

MKA makes no guarantees or warranties of any kind, express or implied, under this Agreement or otherwise, regarding, relating to, or in connection with MKA's Services. MKA expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to its Services.

## **ARTICLE 8 - CONSTRUCTION PHASE SERVICES**

**81 Construction Observation.** If construction observation is included in MKA's Services, MKA shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and MKA, in order to observe and keep Client reasonably informed about the progress and quality of the portion of the work completed, and report to Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor's work, but rather to allow MKA, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with the relevant party's general overall design concept. If Client desires more extensive project observation or full-time representation, the Client shall request that such services be provided by MKA as Additional Services in accordance with the terms of this Agreement.

**82 Services Performed During Construction Phase.** If MKA performs any Services during the construction phase of the Project, MKA shall not supervise, direct, or have control over Contractor's work. MKA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. MKA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**83 Indemnification.** Client shall, only to the fullest extent permitted by law, waive any claims against MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 8.3 as "MKA") and indemnify and hold MKA harmless from any claims, actions, losses, damages, liability, costs or expenses (including reasonable attorneys' fees and costs) arising from or relating to the implementation of any design recommendations, except to the extent of MKA's grossly negligent or wrongful acts, errors, omissions, or breach of contract by MKA.

## **ARTICLE 9 - NO RESPONSIBILITY FOR SITE SAFETY**

Except for its own Sub-consultants and Employees, MKA shall not: (i) supervise, direct, have control over, or have authority to stop any Contractor's work; (ii) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; be responsible for safety precautions and programs incident to any Contractor's work; or, (iii) be responsible for any failure of any Contractor to comply with laws and regulations applicable to the Contractor, all of which are the sole responsibility of the construction Contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of MKA is present at the project site performing his/her duties. Notwithstanding anything to the contrary, MKA shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by MKA shall be deemed the exercise of supervision or control of any Contractor's employees or the direction of any Contractor's performance.

## ARTICLE 10 - REVIEW OF CONTRACTOR'S APPLICATIONS

If review of a Contractor's applications is included in MKA's Services, MKA shall review the Contractor's applications and issue a recommendation on amounts substantiated. MKA's review shall be limited to an evaluation of the general progress of the work and the information contained in the Contractor's application and a representation by MKA that to the best of the MKA's actual knowledge, information, and belief, the Contractor has performed work, subject to further testing and inspection upon substantial completion. The issuance of a review of amounts substantiated shall not be construed as a representation that: MKA has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the Contractor's work; approved the Contractor's means, methods, sequences, procedures, or safety precautions; or that Contractor's Subcontractors, laborers, and suppliers have been paid.

## ARTICLE 11 - CONFIDENTIALITY; INTELLECTUAL PROPERTY

**11.1 Confidentiality.** MKA agrees to keep confidential and not to disclose to any person or entity, other than MKA employees, Sub-consultants, and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to or generated by MKA or furnished to MKA and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict MKA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for MKA to defend itself from any legal action or claim.

**11.2 Copyrights and Patents.** MKA shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of or relating to any claims that any goods or services furnished by MKA knowingly infringe any patent, trademark, trade name, or copyright.

## ARTICLE 12 - USE OF DOCUMENTS; PROPRIETARY RIGHTS; RELIANCE ON INFORMATION

**12.1 Documents Prepared by MKA.** All documents prepared by MKA are instruments of service with respect to the Project, and MKA shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

**12.2 License for Use by Client.** MKA grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by MKA for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project, or on any other project. Any such reuse without written verification or adaptation by MKA, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the Project or for any other project by MKA shall entitle MKA to additional compensation to be agreed upon by Client and MKA.

**12.3 Reliance on Information.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by MKA. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**12.4 Electronic Media.** Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, MKA reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product. When transferring documents in electronic media format, neither Client nor MKA makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

## ARTICLE 13 - INSURANCE

**13.1 MKA Insurance Requirements.** MKA shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

**13.1.1 Commercial General Liability.** In the amount of \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

**13.1.2 Auto Liability.** In the amount of \$1,000,000 Bodily Injury/Property Damage Combined Single Limit for Hired and Non-Owned Automobile Liability coverage.

**13.1.2 Umbrella Liability.** In the amount of \$5,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

**13.1.3 Workers' Compensation & Employers Liability.** Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$1,000,000 per disease/\$1,000,000 disease policy aggregate.

**13.1.4 Professional Liability.** In the amount of \$5,000,000 per claim/annual aggregate for professional errors and omissions.

## ARTICLE 14 - HAZARDOUS ENVIRONMENTAL CONDITIONS

**14.1 Disclosure of the Existence of Hazardous Environmental Conditions.** Client has disclosed to MKA all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at, on, under or near the Project site, including its type, quantity, and location, or has represented to MKA that, to the best of Client's knowledge, no hazardous environmental conditions or Hazardous Materials exist at, on, under or near the Project site.

**14.2 No Environmental Responsibilities or Liability.** MKA's Services does not include any responsibility or liability for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other Hazardous Materials, as defined by Federal, State, and local



laws or regulations, nor shall MKA be responsible to Client for any delay, suspension or cessation of services caused or created by the presence of Hazardous Materials found to exist at, on, under or near the Project.

## ARTICLE 15 – INDEMNIFICATION.

**15.1 Indemnification of Client.** MKA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 15.1 as “Client”) against claims, actions, proceedings, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs (each, an “Action”), to the extent caused by, arising out of or resulting from MKAs solely negligent acts or omissions under this Agreement and that of anyone for whom MKA is legally liable.

**15.2 Indemnification of MKA.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates and Sub-consultants (collectively, MKA) against claims, actions, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by, arising out of or resulting from Client’s negligent acts or omissions in connection with the Project and the acts of its Contractors, Subcontractor or consultants or anyone for whom the Client is legally liable and the presence and existence of any Hazardous Materials found at, on, under or near the Project. It is the intent of Client to indemnify MKA against whatever percentage of the above described losses are attributable to parties (including Client) other than MKA.

**15.3 Interpretation.** The indemnities provided in this Section shall be applicable to the fullest extent provided by the laws of the state in which the Project is located, but not beyond the extent that would otherwise render the provisions void or unenforceable.

**15.4 Process.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent. The indemnified party’s failure to perform any obligations under this Section 15.4 shall not relieve the indemnifying party of its obligations under this Section 15.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**15.5 Exceptions.** Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party’s (a) gross negligence or more culpable act or omission (including reckless or willful misconduct, or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

## ARTICLE 16 – REMEDIES

**16.1 LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN AGGREGATE OF MKA AND MKA OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MKA’S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO STRICT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR ARISING OUT OF ANY INDEMNITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED MKA’S TOTAL COMPENSATION UNDER THIS AGREEMENT. THE CLIENT AGREES TO BRING ANY CLAIMS AGAINST MKA, AND NOT ANY INDIVIDUAL OWNERS, DIRECTORS OR EMPLOYEES OF MKA.

**16.2 WAIVER OF CONSEQUENTIAL DAMAGES.** TO THE EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR MKA SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.

## ARTICLE 17 - MISCELLANEOUS PROVISIONS

**17.1 Termination.** This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) calendar days prior written notice. MKA shall be entitled to compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) calendar days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due MKA, including all interest due for late payments, Client shall be entitled to copies of MKA files and records pertaining to Services performed for the Project prior to the termination of this Agreement.

**17.2 Successors, Assigns, and Third Parties.** This Agreement shall be binding upon each party’s assigns, Successors, Executors, Administrators, and Legal Representatives. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MKA. MKA Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MKA because of this Agreement or MKA’s performance of Services hereunder.

**17.3 Assignment.** Neither Client nor MKA may assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**17.4 Governing Law; Personal Jurisdiction, Forum and Venue.** This Agreement shall be deemed to have been entered into and shall be construed, enforced and governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. The parties acknowledge that this Agreement constitutes the minimum contacts necessary to establish personal jurisdiction in California and agree to California court’s exercise of personal jurisdiction. The Parties consent to forum, venue and jurisdiction in the State of California in the courts of Contra Costa County or the federal courts for the Northern District of California.

**17.5 Statute of Limitations.** Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of MKA's Services under this Agreement. To the maximum extent permitted by law, and as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of MKA's Services under this Agreement.

**17.6 Invalid Terms; Severability.** In the event any provisions of this Agreement are found to be illegal, invalid or otherwise unenforceable, the unenforceable provision will be deemed stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions of this Agreement and those remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in the Agreement.

**17.7 Mediation.**

**17.7.1 Process.** The Client and MKA agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Upon written notice by either Client or MKA of an alleged breach of the terms and/or performance of this Agreement, which written notice shall be given within fifteen (15) calendar days of the alleged breach, the parties agree first to mediate in good faith to resolve any dispute or claim arising between them out of this Agreement before resulting to court action. The parties shall have thirty (30) calendar days from the date of notice of the alleged breach to select a mutually agreeable mediator.

**17.7.2 Mediation Fees.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, either party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

**17.8 Waiver.** A waiver of any terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**17.9 Headings.** The headings used in this Agreement are for general ease of reference only. They have no independent meaning and are singly interpretive of this Agreement.

**17.10 Integration and Definitions.** This Agreement, together with all enclosures hereto and documents referenced herein, are incorporated by reference into each other, and supersede all prior or contemporaneous written and oral discussions, understandings, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement. All capitalized terms used in the Agreement, unless otherwise defined herein, shall refer to those terms otherwise set forth and defined in the Agreement for Professional Services to which this enclosure is included.

**17.11 Survival of Covenants.** Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement, including without limitation, the provisions set forth in Articles 15 and 16, shall survive such completion or termination and remain in full force and effect until fulfilled and all requisite and applicable statutes of limitation have past.

**17.12 Modification.** This Agreement may not be amended, revised, modified or otherwise changed in any manner, unless made in writing and signed by the parties hereto. Any other attempt to modify this Agreement, whether oral or written, unless compliant with this Paragraph, shall be of no force or effect. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. of agreement contained in the Agreement. Provided however, that notwithstanding this Paragraph, adjustments in compensation to MKA or the period for performance of services provided by MKA, may be adjusted, from time to time, by MKA whether in writing or otherwise, to accommodate changes in scope and/or adjustments in time of performance and/or cost and compensation for services rendered, as directed by the Client, other Contractors, or the Project's status. As such, if such change, Additional Services or suspension of Services results in any increase or decrease in costs of, or time required for, the performance of MKA's Services, Client and MKA agree that an equitable adjustment shall be made, and the Agreement modified accordingly, whether in writing or otherwise.

**17.13 Third Parties.** This Agreement shall not create nor is intended to create any rights or contractual relationship with or cause an action in favor of any third party against MKA. The Services provided by MKA are solely for the benefit of Client. No other person or entity shall have the right to any claim against MKA arising from or relating to this Agreement or the Services provided to Client by MKA.

**17.14 Independent Contractor.** MKA and Client are Independent Contractors. Nothing in this Agreement shall be read or interpreted to create any agency, joint venture, partnership or employment relationship between the parties, and neither party shall have any right, power or authority to act or create any obligation or commitment, express or implied, on behalf of the other party, nor exercise control or direction over the means or methods by which MKA or its Sub-consultants provide Services under this Agreement.

**17.15 Attorneys' Fees.** If any legal action, mediation, arbitration or any other proceeding is brought for the purpose to enforce or interpret this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

**END OF STANDARD GENERAL TERMS AND CONDITIONS**

**MKA International, Inc.****Construction Consultants & Engineers**

100% Employee Owned Company

**FEE SCHEDULE**

<u>Professional Services</u>	<u>Hourly Rate</u>
Principals	\$350
Architects   Building Technology Consultants	\$185-335
Clerk of The Works Consultants	\$125-205
Construction Consultants	\$185-335
Construction Cost Estimators	\$185-335
Construction Management	\$185-335
Electrical Consultants   Engineers   Estimators	\$185-335
Engineers [Civil   Structural]	\$195-335
Fire & Electrical Forensic Consultants   Engineers	\$175-335
Geotechnical Consultants   Engineers   Geologists	\$185-335
Mechanical Consultants   Engineers   Estimators	\$185-335
Restoration Consultants   Estimators	\$185-335
Roofing Consultants   Estimators	\$185-335
Scheduling Consultants	\$185-335
Technical [Graphics   Analysts   Specialized IT Operations]	\$135-245
Support Services	\$95
<u>Other Services</u>	
Construction Defect / Litigation Support	\$230-375
Deposition / Expert Witness Testimony (2 Hour Minimum   Travel/Wait Time at Regular Rate)	\$525/hr
Appraisal Services - Umpire	\$525/hr
Appraisal Services - Appraiser	\$350/hr
UAV Services	\$250/day
Matterport 3D Imagery	\$300/3D Space
Structural/Architectural Water Intrusion Testing Spray Rack Fee	\$1,500/per project
Resistograph (Wood Decay Testing Device)	\$300/day
K9 Accelerant Detection Services	\$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost

Revised August 26, 2024



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS CII**



**MKA International, Inc.**

**Construction Consultants & Engineers**

100% Employee Owned Company

FLORIDA CONTRACTOR LICENSE NO. CGC054353

September 16, 2025

ERNESTO TORRES, DISTRICT MANAGER

**TWISTED OAKS POINTE CDD**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

**RE: TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT V. RECOVERED ENERGY TECHNOLOGIES USA, INC.**

**KUTAK ROCK LLP FILE NO.: PLEASE ADVISE**

**REPRESENTS: TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

**SITE ADDRESS: 9009 WILDLIGHT TRAIL, WILDWOOD, FL 34785**

**MKA PROJECT No.: 2025.2677**

**BUDGET PROPOSAL – INSPECTION OF LIGHT POLES**

Dear Mr. Torres:

Further to your email on July 25, 2025, *MKA International, Inc.* (MKA) hereby confirms our bid proposal as requested on the above-referenced project.

A budget for our services, based on our knowledge at this time is **approximately \$50,700**.

**Our tasks will be as follows:**

- Undertake site investigation to document conditions of light poles. Inspections will involve ground level observations of all light poles and inspections via boom lift of intermittent light poles.
- Prepare spreadsheet with quantification of observed conditions.
- Attend meetings, negotiations, mediations, expert conferences, etc., as requested.\*
- Performance of structural analysis of the light poles is not included within this budget.\*

Please note, the above budget excludes any applicable sales tax.



# MKA International, Inc.

100% Employee Owned Company

ERNESTO TORRES, DISTRICT MANAGER

MKA Project No.: 2025.2677

September 16, 2025

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The above services will be billed on a time and expense basis in accordance with the enclosed Terms & Conditions and Fee Schedule. Please advise us of any special billing procedures (i.e., if you wish us to forward our invoices to paying party/parties directly on your behalf) or any other special instructions we should follow to facilitate the processing of our monthly invoices.

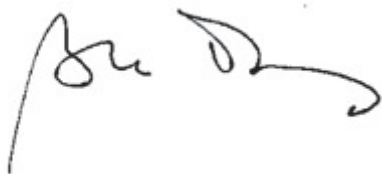
If applicable and for the purposes of billing only, please provide us the insurance carrier(s) information involved in this matter, including the claim and policy number(s) and contact information. In the event that our invoice is not paid within 90 days, we reserve the right to reach out to the paying parties directly.

Please sign and date this letter agreement where indicated below and return the original to my attention. If we do not receive notice to the contrary, or an executed copy is not received within ten days, acceptance of this agreement will be assumed, and work will be performed under the enclosed Terms & Conditions.

I would like to thank you for giving us the opportunity to assist you, and look forward to contributing towards a successful resolution.

Sincerely,

**MKA INTERNATIONAL, INC.**



Blake A. Tuomy, PE  
Regional Manager

BAT/ktt





100% Employee Owned Company

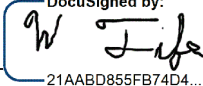
ERNESTO TORRES, DISTRICT MANAGER

MKA Project No.: 2025.2677

September 16, 2025

Page 3 of 3

Accepted for: **TWISTED OAKS POINTE CDD**

By:  \_\_\_\_\_  
21AABD855FB74D4... Chairperson

Date: 9/17/2025

Enclosures: Terms & Conditions  
Fee Schedule

\*A budget for these tasks has yet to be determined.



**MKA INTERNATIONAL, INC.**  
**STANDARD GENERAL TERMS AND CONDITIONS**

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## **ARTICLE 1 - SERVICES OF MKA**

**1.1 Scope of Services.** MKA's scope of Services ("Services") shall be limited to those services expressly set forth in the cover pages of the Agreement. The Services shall be subject to the terms and conditions set forth herein.

**1.2 Licensure.** MKA shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in the MKA Services), MKA shall assist Client in attempting to obtain, or on behalf of Client and in Client's name, attempt to obtain, those permits and approvals required for the Project for which MKA Services are being rendered.

**1.3 Unexpected Conditions.** If conditions actually encountered at the Project site differ materially from those represented by Client, or shown or indicated in the Contract Documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Project, the MKA Services, and MKA's Fee Schedule, of the Agreement shall be equitably adjusted.

**1.4 Use of Sub-consultants.** Without modifying the Services or Fee Schedule, at the request of the Client and/or where MKA deems it necessary, MKA may employ Sub-consultants to assist in furnishing its Services.

## **ARTICLE 2 - FEES FOR ADDITIONAL SERVICES**

Fees for MKA Services attributable to any additional services provided by MKA, which are not specifically included in the cover pages ("Additional Services"), will be based on the actual time expended on the Project, including travel, with the hourly rates based on the MKA Fee Schedule. Reimbursable expenses will be based on the rates listed on the MKA Fee Schedule. MKA will not commence work on any Additional Services that would require an additional fee pursuant to this Section without the prior written consent of the Client.

## **ARTICLE 3 - RENDERING SERVICES**

MKA shall perform its Services in keeping with the Standard of Care (as defined herein). MKA shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of its Services or MKA's inability to complete its performance resulting from (i) strikes, work stoppages, walkouts, lockouts, accidents, pandemics, epidemics, government mandated shut-downs, acts of God, war, riot, explosion, terrorism, weather, natural calamities, acts of government or national emergency, defaults of Contractors, Subcontractors, Sub-consultants or Suppliers, and other delays unavoidable or beyond MKA's reasonable control; (ii) delays caused by failure of Client, Client's agents or Client's Contractor to furnish information or to approve or disapprove MKA's work promptly; (iii) due to late or slow, or faulty performance by Client, other Contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of MKA's work and/or (iv) supply chain disruptions, regardless of the cause of such disruption. In the event of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

## **ARTICLE 4 - PAYMENTS TO MKA**

**4.1 Invoices.** Invoices for fees and other charges shall be prepared in accordance with MKA's standard invoicing practices and shall be submitted to Client not more frequently than monthly for all Services rendered as the work progresses. The net amount shall be due within thirty (30) calendar days. Payments on invoices submitted by MKA for Services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by Client, unless MKA agrees or has been finally determined liable for such amounts.

**4.2 Late Payments.** Invoices are due and payable within thirty (30) calendar days of receipt. If Client fails to pay an MKA invoice within such thirty (30) days after receipt, Client shall pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of the lesser of four percent (4%) above the prime rate as reported in The Wall Street Journal, and the maximum rate permitted by applicable law, such interest to run from the date upon which payment of such sum became due until payment thereof in full to MKA together with such interest.

**4.3 Suspension of Services.** If Client does not pay an MKA invoice within thirty (30) calendar days of submission to Client, MKA may, in addition to collecting the interest due under Section 4.2 hereof, provide written notice to the Client notifying Client of MKA's action to suspend further Services until all outstanding payments, including all interest for late payments, are brought current. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

**4.4 Recordkeeping.** Records of MKA's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

## **ARTICLE 5 - SUSPENSION OF SERVICES**

The Client may, at any time, by written notice to MKA, suspend further Services by MKA. The Client shall remain liable for, and shall promptly pay MKA for all services rendered up to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay MKA pursuant to the rates and charges set forth in MKA Fee Schedule. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

## **ARTICLE 6 - STANDARD OF CARE**

**Professional Standard of Care.** The standard of care for all professional Services performed or furnished by MKA, its Employees, Independent Professional Associates, and Sub-consultants under this Agreement shall be the skill and care ordinarily exercised by other members of MKA's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by MKA (the "Standard of Care"). MKA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**61 Compliance with Laws.** MKA and Client will use reasonable care to comply with applicable laws and regulations in effect in the State in which its services are being performed and in the geographic location of the Project at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

**62 Use of Client Provided Information and Software.** MKA may use requirements, programs, software, instructions, reports, data, and information furnished by Client to MKA in performing its Services under this Agreement. MKA may rely on the accuracy and completeness of requirements, programs, software, instructions, reports, data, and other information furnished by Client to MKA and MKA shall have no duty to independently verify such information and MKA shall have no responsibility nor liability with respect to Client's choice of software systems. Client shall, only to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from MKA's reliance on or use of Client furnished information as described in this Section 6.3, for which Client is solely responsible, except to the extent of MKA and its Sub-consultant's negligence or wrongful acts, errors, omissions in regards to its own work, or in the event of a breach of contract by MKA.

**63 Opinions of Probable Costs.** When required as part of its work, MKA will furnish opinions of probable cost, but MKA does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by MKA hereunder will be made on the basis of MKA's experience and qualifications and will represent MKA's judgment as an experienced and qualified professional. However, users of the probable cost opinions must recognize that MKA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractors' means and methods of determining prices or performing the work or over the competitive bidding process.

**64 Review of Contractor's Shop Drawings and Submittals.** If review of a Contractor's shop drawings and submittals are included in MKA's Services, MKA shall review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit. This review is solely for the limited purpose of determining general overall conformance with the relevant party's design concept and shall not include a review of the accuracy, quality or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the Contractor and/or the Engineer of Record. MKA's review shall be conducted with reasonable promptness while allowing sufficient time, in MKA's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that MKA has reviewed the entire assembly of which the item is a component. MKA shall not be responsible for any deviations by the Contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of MKA by the Contractor in writing. MKA is not responsible for, nor shall MKA be in charge or control of, directly or indirectly, any construction means, methods, sequences or procedures, or coordination of any work or trade, construction safety or precautions on the Project.

## **ARTICLE 7 - NO WARRANTY**

MKA makes no guarantees or warranties of any kind, express or implied, under this Agreement or otherwise, regarding, relating to, or in connection with MKA's Services. MKA expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to its Services.

## **ARTICLE 8 - CONSTRUCTION PHASE SERVICES**

**81 Construction Observation.** If construction observation is included in MKA's Services, MKA shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and MKA, in order to observe and keep Client reasonably informed about the progress and quality of the portion of the work completed, and report to Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor's work, but rather to allow MKA, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with the relevant party's general overall design concept. If Client desires more extensive project observation or full-time representation, the Client shall request that such services be provided by MKA as Additional Services in accordance with the terms of this Agreement.

**82 Services Performed During Construction Phase.** If MKA performs any Services during the construction phase of the Project, MKA shall not supervise, direct, or have control over Contractor's work. MKA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. MKA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**83 Indemnification.** Client shall, only to the fullest extent permitted by law, waive any claims against MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 8.3 as "MKA") and indemnify and hold MKA harmless from any claims, actions, losses, damages, liability, costs or expenses (including reasonable attorneys' fees and costs) arising from or relating to the implementation of any design recommendations, except to the extent of MKA's grossly negligent or wrongful acts, errors, omissions, or breach of contract by MKA.

## **ARTICLE 9 - NO RESPONSIBILITY FOR SITE SAFETY**

Except for its own Sub-consultants and Employees, MKA shall not: (i) supervise, direct, have control over, or have authority to stop any Contractor's work; (ii) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; be responsible for safety precautions and programs incident to any Contractor's work; or, (iii) be responsible for any failure of any Contractor to comply with laws and regulations applicable to the Contractor, all of which are the sole responsibility of the construction Contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of MKA is present at the project site performing his/her duties. Notwithstanding anything to the contrary, MKA shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by MKA shall be deemed the exercise of supervision or control of any Contractor's employees or the direction of any Contractor's performance.



## ARTICLE 10 - REVIEW OF CONTRACTOR'S APPLICATIONS

If review of a Contractor's applications is included in MKA's Services, MKA shall review the Contractor's applications and issue a recommendation on amounts substantiated. MKA's review shall be limited to an evaluation of the general progress of the work and the information contained in the Contractor's application and a representation by MKA that to the best of the MKA's actual knowledge, information, and belief, the Contractor has performed work, subject to further testing and inspection upon substantial completion. The issuance of a review of amounts substantiated shall not be construed as a representation that: MKA has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the Contractor's work; approved the Contractor's means, methods, sequences, procedures, or safety precautions; or that Contractor's Subcontractors, laborers, and suppliers have been paid.

## ARTICLE 11 - CONFIDENTIALITY; INTELLECTUAL PROPERTY

**11.1 Confidentiality.** MKA agrees to keep confidential and not to disclose to any person or entity, other than MKA employees, Sub-consultants, and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to or generated by MKA or furnished to MKA and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict MKA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for MKA to defend itself from any legal action or claim.

**11.2 Copyrights and Patents.** MKA shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of or relating to any claims that any goods or services furnished by MKA knowingly infringe any patent, trademark, trade name, or copyright.

## ARTICLE 12 - USE OF DOCUMENTS; PROPRIETARY RIGHTS; RELIANCE ON INFORMATION

**12.1 Documents Prepared by MKA.** All documents prepared by MKA are instruments of service with respect to the Project, and MKA shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

**12.2 License for Use by Client.** MKA grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by MKA for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project, or on any other project. Any such reuse without written verification or adaptation by MKA, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the Project or for any other project by MKA shall entitle MKA to additional compensation to be agreed upon by Client and MKA.

**12.3 Reliance on Information.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by MKA. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**12.4 Electronic Media.** Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, MKA reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product. When transferring documents in electronic media format, neither Client nor MKA makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

## ARTICLE 13 - INSURANCE

**13.1 MKA Insurance Requirements.** MKA shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

**13.1.1 Commercial General Liability.** In the amount of \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

**13.1.2 Auto Liability.** In the amount of \$1,000,000 Bodily Injury/Property Damage Combined Single Limit for Hired and Non-Owned Automobile Liability coverage.

**13.1.2 Umbrella Liability.** In the amount of \$5,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

**13.1.3 Workers' Compensation & Employers Liability.** Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$1,000,000 per disease/\$1,000,000 disease policy aggregate.

**13.1.4 Professional Liability.** In the amount of \$5,000,000 per claim/annual aggregate for professional errors and omissions.

## ARTICLE 14 - HAZARDOUS ENVIRONMENTAL CONDITIONS

**14.1 Disclosure of the Existence of Hazardous Environmental Conditions.** Client has disclosed to MKA all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at, on, under or near the Project site, including its type, quantity, and location, or has represented to MKA that, to the best of Client's knowledge, no hazardous environmental conditions or Hazardous Materials exist at, on, under or near the Project site.

**14.2 No Environmental Responsibilities or Liability.** MKA's Services does not include any responsibility or liability for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other Hazardous Materials, as defined by Federal, State, and local

laws or regulations, nor shall MKA be responsible to Client for any delay, suspension or cessation of services caused or created by the presence of Hazardous Materials found to exist at, on, under or near the Project.

## ARTICLE 15 – INDEMNIFICATION.

**15.1 Indemnification of Client.** MKA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 15.1 as “Client”) against claims, actions, proceedings, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs (each, an “Action”), to the extent caused by, arising out of or resulting from MKAs solely negligent acts or omissions under this Agreement and that of anyone for whom MKA is legally liable.

**15.2 Indemnification of MKA.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates and Sub-consultants (collectively, MKA) against claims, actions, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by, arising out of or resulting from Client’s negligent acts or omissions in connection with the Project and the acts of its Contractors, Subcontractor or consultants or anyone for whom the Client is legally liable and the presence and existence of any Hazardous Materials found at, on, under or near the Project. It is the intent of Client to indemnify MKA against whatever percentage of the above described losses are attributable to parties (including Client) other than MKA.

**15.3 Interpretation.** The indemnities provided in this Section shall be applicable to the fullest extent provided by the laws of the state in which the Project is located, but not beyond the extent that would otherwise render the provisions void or unenforceable.

**15.4 Process.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent. The indemnified party’s failure to perform any obligations under this Section 15.4 shall not relieve the indemnifying party of its obligations under this Section 15.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**15.5 Exceptions.** Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party’s (a) gross negligence or more culpable act or omission (including reckless or willful misconduct, or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

## ARTICLE 16 – REMEDIES

**16.1 LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN AGGREGATE OF MKA AND MKA OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MKA’S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO STRICT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR ARISING OUT OF ANY INDEMNITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED MKA’S TOTAL COMPENSATION UNDER THIS AGREEMENT. THE CLIENT AGREES TO BRING ANY CLAIMS AGAINST MKA, AND NOT ANY INDIVIDUAL OWNERS, DIRECTORS OR EMPLOYEES OF MKA.

**16.2 WAIVER OF CONSEQUENTIAL DAMAGES.** TO THE EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR MKA SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.

## ARTICLE 17 - MISCELLANEOUS PROVISIONS

**17.1 Termination.** This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) calendar days prior written notice. MKA shall be entitled to compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) calendar days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due MKA, including all interest due for late payments, Client shall be entitled to copies of MKA files and records pertaining to Services performed for the Project prior to the termination of this Agreement.

**17.2 Successors, Assigns, and Third Parties.** This Agreement shall be binding upon each party’s assigns, Successors, Executors, Administrators, and Legal Representatives. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MKA. MKA Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MKA because of this Agreement or MKA’s performance of Services hereunder.

**17.3 Assignment.** Neither Client nor MKA may assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**17.4 Governing Law; Personal Jurisdiction, Forum and Venue.** This Agreement shall be deemed to have been entered into and shall be construed, enforced and governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. The parties acknowledge that this Agreement constitutes the minimum contacts necessary to establish personal jurisdiction in California and agree to California court’s exercise of personal jurisdiction. The Parties consent to forum, venue and jurisdiction in the State of California in the courts of Contra Costa County or the federal courts for the Northern District of California.



**17.5 Statute of Limitations.** Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of MKA's Services under this Agreement. To the maximum extent permitted by law, and as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of MKA's Services under this Agreement.

**17.6 Invalid Terms; Severability.** In the event any provisions of this Agreement are found to be illegal, invalid or otherwise unenforceable, the unenforceable provision will be deemed stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions of this Agreement and those remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in the Agreement.

**17.7 Mediation.**

**17.7.1 Process.** The Client and MKA agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Upon written notice by either Client or MKA of an alleged breach of the terms and/or performance of this Agreement, which written notice shall be given within fifteen (15) calendar days of the alleged breach, the parties agree first to mediate in good faith to resolve any dispute or claim arising between them out of this Agreement before resulting to court action. The parties shall have thirty (30) calendar days from the date of notice of the alleged breach to select a mutually agreeable mediator.

**17.7.2 Mediation Fees.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, either party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

**17.8 Waiver.** A waiver of any terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**17.9 Headings.** The headings used in this Agreement are for general ease of reference only. They have no independent meaning and are singly interpretive of this Agreement.

**17.10 Integration and Definitions.** This Agreement, together with all enclosures hereto and documents referenced herein, are incorporated by reference into each other, and supersede all prior or contemporaneous written and oral discussions, understandings, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement. All capitalized terms used in the Agreement, unless otherwise defined herein, shall refer to those terms otherwise set forth and defined in the Agreement for Professional Services to which this enclosure is included.

**17.11 Survival of Covenants.** Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement, including without limitation, the provisions set forth in Articles 15 and 16, shall survive such completion or termination and remain in full force and effect until fulfilled and all requisite and applicable statutes of limitation have past.

**17.12 Modification.** This Agreement may not be amended, revised, modified or otherwise changed in any manner, unless made in writing and signed by the parties hereto. Any other attempt to modify this Agreement, whether oral or written, unless compliant with this Paragraph, shall be of no force or effect. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. of agreement contained in the Agreement. Provided however, that notwithstanding this Paragraph, adjustments in compensation to MKA or the period for performance of services provided by MKA, may be adjusted, from time to time, by MKA whether in writing or otherwise, to accommodate changes in scope and/or adjustments in time of performance and/or cost and compensation for services rendered, as directed by the Client, other Contractors, or the Project's status. As such, if such change, Additional Services or suspension of Services results in any increase or decrease in costs of, or time required for, the performance of MKA's Services, Client and MKA agree that an equitable adjustment shall be made, and the Agreement modified accordingly, whether in writing or otherwise.

**17.13 Third Parties.** This Agreement shall not create nor is intended to create any rights or contractual relationship with or cause an action in favor of any third party against MKA. The Services provided by MKA are solely for the benefit of Client. No other person or entity shall have the right to any claim against MKA arising from or relating to this Agreement or the Services provided to Client by MKA.

**17.14 Independent Contractor.** MKA and Client are Independent Contractors. Nothing in this Agreement shall be read or interpreted to create any agency, joint venture, partnership or employment relationship between the parties, and neither party shall have any right, power or authority to act or create any obligation or commitment, express or implied, on behalf of the other party, nor exercise control or direction over the means or methods by which MKA or its Sub-consultants provide Services under this Agreement.

**17.15 Attorneys' Fees.** If any legal action, mediation, arbitration or any other proceeding is brought for the purpose to enforce or interpret this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

**END OF STANDARD GENERAL TERMS AND CONDITIONS**

**MKA International, Inc.****Construction Consultants & Engineers**

100% Employee Owned Company

**FEE SCHEDULE**

<u>Professional Services</u>	<u>Hourly Rate</u>
Principals	\$350
Architects   Building Technology Consultants	\$185-335
Clerk of The Works Consultants	\$125-205
Construction Consultants	\$185-335
Construction Cost Estimators	\$185-335
Construction Management	\$185-335
Electrical Consultants   Engineers   Estimators	\$185-335
Engineers [Civil   Structural]	\$195-335
Fire & Electrical Forensic Consultants   Engineers	\$175-335
Geotechnical Consultants   Engineers   Geologists	\$185-335
Mechanical Consultants   Engineers   Estimators	\$185-335
Restoration Consultants   Estimators	\$185-335
Roofing Consultants   Estimators	\$185-335
Scheduling Consultants	\$185-335
Technical [Graphics   Analysts   Specialized IT Operations]	\$135-245
Support Services	\$95
<u>Other Services</u>	
Construction Defect / Litigation Support	\$230-375
Deposition / Expert Witness Testimony (2 Hour Minimum   Travel/Wait Time at Regular Rate)	\$525/hr
Appraisal Services - Umpire	\$525/hr
Appraisal Services - Appraiser	\$350/hr
UAV Services	\$250/day
Matterport 3D Imagery	\$300/3D Space
Structural/Architectural Water Intrusion Testing Spray Rack Fee	\$1,500/per project
Resistograph (Wood Decay Testing Device)	\$300/day
K9 Accelerant Detection Services	\$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS D**

**CHANGE ORDER NO. 17**Date of Issuance: December 22, 2025 Effective Date: \_\_\_\_\_

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

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

Description: **paving near amenity entrance**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$3,373,336.20**

Increase/Decrease from prior Change Orders:

**(\$260,524.79)**

Contract Price prior to this Change Order:

**\$3,112,811.41**

Increase/Decrease of this Change Order:

**\$9,085.00**

Contract Price incorporating this Change Order:

**\$3,121,896.41****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

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

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

**RECOMMENDED BY:****MORRIS ENGINEERING & CONSULTING LLC**

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

Title: **Managing Vice President**Date: **12/22/25****ACCEPTED:****TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

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

Title: **Vice Chairman**Date: **12-23-25****ACCEPTED:****HUGHES BROTHERS CONSTRUCTION INC.**

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

Title: **President**Date: **12/22/25**

Highfield PH1  
Change Order #17

**PROJECT:** Highfield PH1 Infrastructure  
**DATE:** 12/15/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
4450 NE 83rd Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830

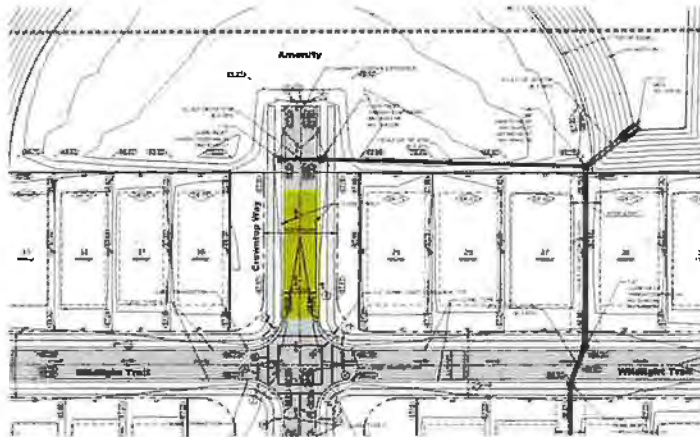


**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	ROADWAY				
NEW	1" SP-9.5 ASPHALT TOP LIFT	230.00	SY	\$ 39.50	\$ 9,085.00
	SUBTOTAL ROADWAY				\$ 9,085.00
	TOTAL CHANGE ORDER #17				\$ 9,085.00

**Note:** This CO includes paving the below top lift limits on Phase 1 entrance by Amenity Center.



**APPROVED BY:**

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

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

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS E**



October 27, 2025

Twisted Oaks Pointe CDD  
P.O. Box 810036  
Boca Raton, Florida 33481

Attention: Ms. Stephanie Vaughn  
Email: svaughn@brookfieldkolter.com

Reference: **Proposal for Geophysical Investigation**  
Highfield at Twisted Oaks Pond – Eastern Side  
Wildwood, Florida  
UES Proposal No.: 2159151  
UES Project No.: A25140.00653.000

As requested, UES Professional Solutions, LLC (UES) is pleased to submit our proposal for a Geophysical Investigation at the referenced project in Wildwood, Florida. Our understanding of this project, with our proposed scope of services and fees, have been presented in the following paragraphs.

## PROJECT DESCRIPTION

It is our understanding that the subject property will require a Non-Destructive Geophysical Investigation for the eastern portion of the pond at the Highfield at Twisted Oaks development. The survey area is estimated to be an approximately 1.25-acre area at the property address. The proposed survey is demonstrated as Figure 1 below.



Figure 1: Proposed Survey Area.



## SCOPE OF SERVICES

The following summarizes our proposed scope of services based on our understanding of the project requirements. If the needs of the project and/or scope should change, we can provide a revised proposal.

- Perform a survey using non-destructive/geophysical techniques to determine the presence/absence of subsurface features and downwarping of geological layers associated with karst activity.
- Investigation will generally be in accordance with ASTM D6432-19 38-22 Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation.
- The survey area is estimated to be a 1.25-acre area consisting of unpaved outdoor space within the existing pond area. Transects will be conducted on 5-foot spacings running from north to south/south to north. Field survey is expected to take up to 1 day.
- The survey area should be clear of any obstructions prior to scanning.
- Deliverable will include a formal report including project description, site description, scope of services, field testing, and findings.

**Our proposal does not include an allowance for special traffic control measures. If required, Client will coordinate blocking off active parking lot areas or roadway corridors as required to allow field crews unobstructed access to perform the mapping effort.**

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

## FEE, TERMS, AND SCHEDULE

UES Professional Solutions, LLC (UES) will complete the scope of the Subsurface Utility Engineering (SUE) outlined within this proposal for a **LUMP SUM of \$2,500.00**. We will not exceed our budget unless the scope of work is varied or the subsurface encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return it to us.

Based upon our current backlog at the time of this proposal, we anticipate being able to begin the field work within 1 week from the date of authorization and right of entry to the property. A formal deliverable should be issued within 1 week from the completion of the field work.

Proposal for Geophysical Investigation  
Highfield at Twisted Oaks Pond – Eastern Side  
UES Proposal No.: 2159151

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## **CLOSURE**

Should you have any questions concerning this information please do not hesitate to call. We look forward to working with you.

Sincerely,  
**UES Professional Solutions, LLC (UES)**



Adam A. Sanchez  
Virtual Design Consulting (VDC) Project Manager  
[aasanchez@teamues.com](mailto:aasanchez@teamues.com)

Enclosures:      Work Authorization/Proposal Acceptance Form  
                         General Contract Conditions

## UES Professional Solutions, LLC (UES)

### Work Authorization / Proposal Acceptance Form

**IF PROPOSAL IS ACCEPTED, SIGN BOTH FORMS, RETURN ONE FORM TO UES AND RETAIN ONE FOR YOUR FILES.**

UES Professional Solutions, LLC (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**PROJECT NAME:** Highfield at Twisted Oaks Pond – Eastern Side

**PROJECT LOCATION:** Wildwood, Florida

**CLIENT NAME:** Twisted Oaks Pointe CDD

**EMAIL:** [SVAUGHN@BROOKFIELDKOLTER.COM](mailto:SVAUGHN@BROOKFIELDKOLTER.COM)

**CLIENT ADDRESS:** P.O. Box 810036, Boca Raton, Florida 33481

#### I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES PROPOSAL NO.: 2159151

UES PROJECT NO.: A25140.00653.000

Subsurface Utility Engineering (SUE) Services

**\$2,500.00 LUMP SUM**

#### II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. **UES** General Conditions.

B. **UES** Proposal Dated: October 27, 2025

C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.

D. Other exhibits marked and described as follows: **Proposal Notes**

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

#### III. Authority to proceed and for payment. (To be completed by Party responsible for payment)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: \_\_\_\_\_ Social Security Number or  
Federal Identification No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT  
BY (Signature) *Stephanie R. Vaughn*  
TYPED NAME Stephanie Vaughn  
TITLE Vice Chair  
DATE 10-31-25

**UES Professional Solutions, LLC (UES)**  
BY (Signature) *Keith L. Butts*  
TYPED NAME Keith L. Butts, P.E.  
TITLE Area Manager  
DATE October 31, 2025

Return Executed Copy to:  
**UES Professional Solutions, LLC (UES)**  
[aasanchez@teamues.com](mailto:aasanchez@teamues.com)

**PROPOSAL NOTES:**

Additional services, consultations, or meetings if requested, will be invoiced at UES Professional Solutions, LLC (UES)' standard rates.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.

## GENERAL TERMS AND CONDITIONS

### SECTION 1: BINDING AGREEMENT

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

### SECTION 2: SERVICES

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

### SECTION 3: PROFESSIONAL STANDARD OF CARE

3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

### SECTION 4: RESPONSIBILITIES

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

### SECTION 5: SITE ACCESS AND SITE CONDITION

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

**5.3** Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

**5.4** Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

#### **SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS**

**6.1** Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

**6.2** For purposes of the Agreement and these General Terms and Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

**6.3** Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

**6.4** **FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS**, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

**6.5** **FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS**, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client's property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. The Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

**FOR GEOTECHNICAL PROJECTS**, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

**6.6** The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

**6.7** CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) THE COMPANY'S DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS**

**7.1** If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

**7.2** The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

**7.3** Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

**7.4** Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

#### **SECTION 8: BILLING AND PAYMENT**

**8.1** The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be



due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

#### **SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY**

**9.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

**9.2** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**9.3** The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

**9.4** Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

#### **SECTION 10: RISK ALLOCATION AND INDEMNIFICATION**

**10.1** CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

**10.2** CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

**10.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**10.4** Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

**10.5** Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

#### **SECTION 11: INSURANCE**

**11.1** The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

**11.2** Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

#### **SECTION 12: DISPUTE RESOLUTION**

**12.1** All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

**12.2** The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

**12.3** Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence



or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

**12.4** NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

#### SECTION 13: TERMINATION

**13.1** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

**13.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

#### SECTION 14: SOLICITATION OF EMPLOYEES

**14.1** Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

#### SECTION 15: ASSIGNS

**15.1** Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

#### SECTION 16: SURVIVAL

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

#### SECTION 17: MISCELLANEOUS

**17.1** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**17.2** Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

**17.3** The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

**17.4** It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

**17.5** To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company r, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

**17.6** All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

#### CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.

## STATE-SPECIFIC ADDENDUM – FLORIDA

### SECTION 1: ADDENDUM TO AGREEMENT

**1.1** This Florida addendum (this “Addendum”) is made and entered into by and between the Company and Client and is effective as of the date of execution of the Agreement if the Services are performed in the State of Florida, and this Addendum is incorporated into and made a part of the General Terms and Conditions solely with respect to the Services covered by this Addendum.

### SECTION 2: INDEMNITY

**2.1** IN **ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT**, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY ), INDEMNIFY, AND HOLD THE COMPANY INDEMNITEES HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT’S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT THE COMPANY IS RESPONSIBLE IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING THE COMPANY AND (2) THE PROVISION OF THE SERVICES BY THE COMPANY EXCEPT TO THE EXTENT CAUSED BY THE COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

**2.2** THE COMPANY AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COMPANY IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS.

**2.3** To the extent either party’s damages are covered by available insurance, Client and the Company waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

### SECTION 3: INDIVIDUAL LIABILITY (5 POINTS LARGER THAN ADJACENT TEXT)

**3.1** **PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE COMPANY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS F**

## SECOND AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Second Amendment ("**First Amendment**") is made and entered into this 24<sup>th</sup> day of October, 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 Second Amendment so that this Second 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 Second 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 Five Thousand Five Hundred Eighty-Three Dollars (\$5,583.00) 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.

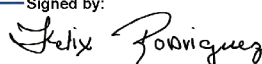
**IN WITNESS WHEREOF,** the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

**Attest:**

Signed by:  
  
0BFB937CE2504E3...  
Secretary/Assistant Secretary

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  
  
21AABD833FB74D4...  
Chairperson/Vice Chairperson

Signed by:  
  
0BFB937CE2504E3...  
By: Felix Rodriguez

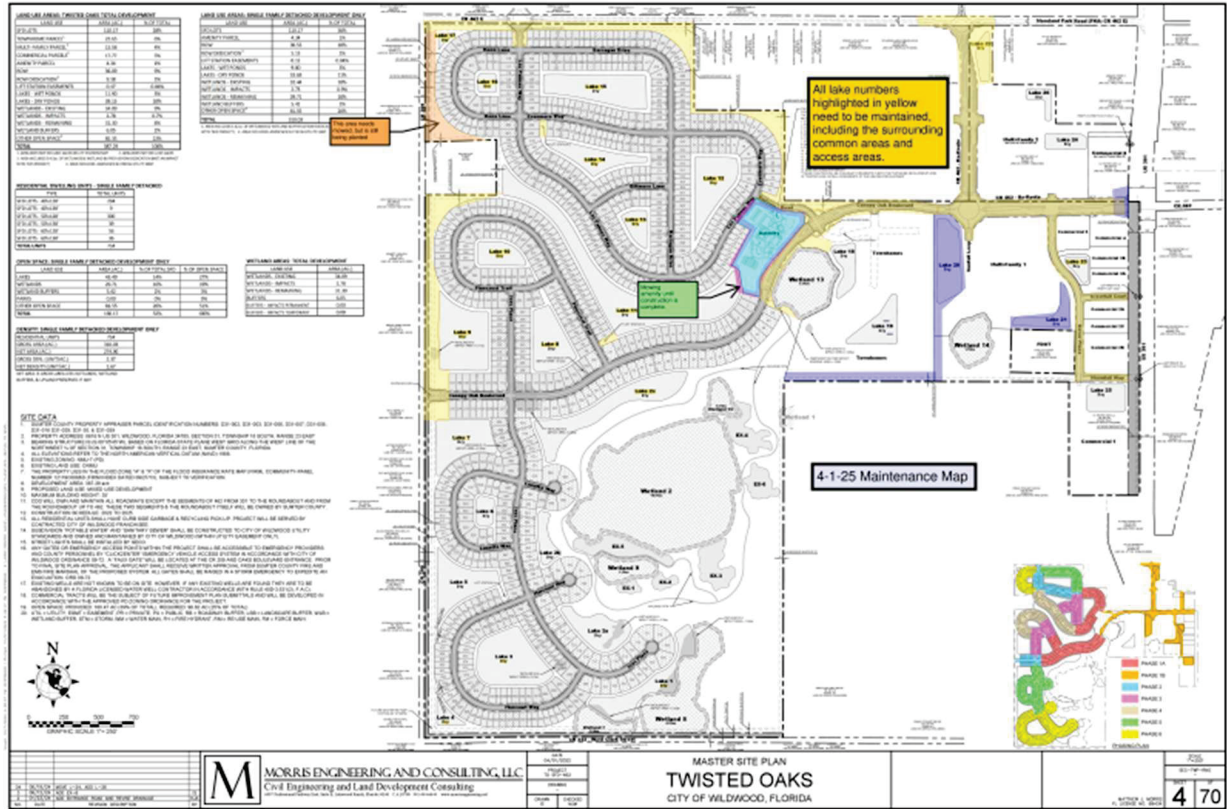
**YELLOWSTONE LANDSCAPE SOUTHEAST, LLC**

By: Kyle Nursey  
Its: Business Development Manager

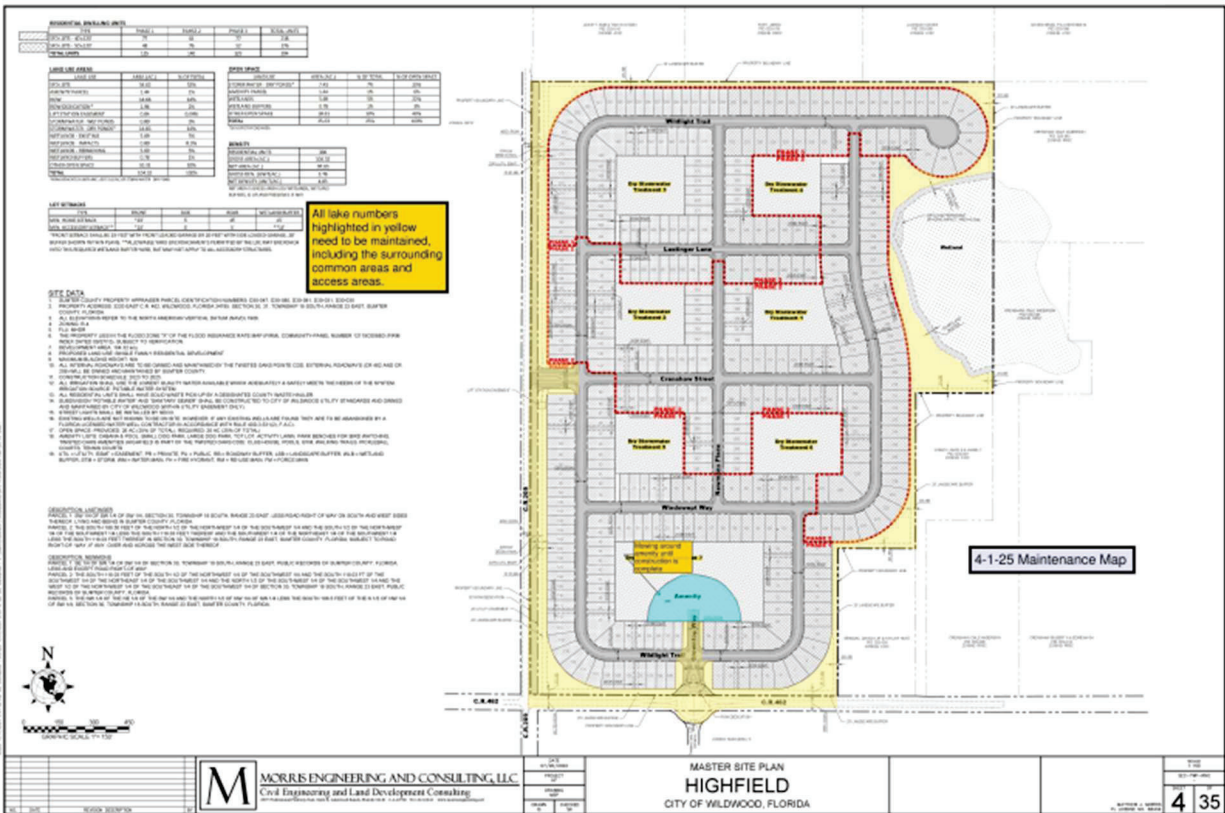
**Exhibit A:** Proposals for Additional Work

EXHIBIT A

Core Maintenance Services		Price
<b>Mowing &amp; Detail</b>		\$60,757
Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning up to 12', Weeding, Trash, & Cleanup		
<b>Integrated Pest Management</b>		\$1,919
Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications for Turf, Trees & Shrubs		
<b>Irrigation Inspections</b>		\$4,320
Includes Monthly Inspection with Standard Irrigation Reports		
annual grand Total		\$66,996









# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS G**

## **JANITORIAL MAINTENANCE SERVICES AGREEMENT**

**This Agreement** (the “Agreement”) is effective this 26<sup>th</sup> day of November 2025 by and between:

**TWISTED OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Sumter County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**PILLARS GROUP, LLC**, a Florida limited liability company with a mailing address of 300 N. New York #265, Winter Park, Florida 32789 (“**Contractor**,” and together with District, the “**Parties**”).

### **RECITALS**

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

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

**WHEREAS**, the District owns, operates and/or maintains an amenity center (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional janitorial maintenance services within presently accepted standards, and as more specifically identified in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its

representative.

- (2)** Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 4. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Four Thousand Six Hundred Dollars and Zero Cents (\$4,600.00) per month for the Twisted Oak amenity and One Thousand Six Hundred Fifty Dollars (\$1,650) per month for the Highfield at Twisted Oaks amenity. The term of this Agreement shall be from the date the agreement is fully executed through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. This contract shall automatically renew pursuant to the same terms and conditions set forth herein for successive one-year terms.

**B.** The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District as soon as may be practicable at the beginning of each month. These monthly invoices are due and payable within forty-five (45) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**C.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**D.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition

precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 5. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5)** Employee Fidelity Insurance of at least \$50,000

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 6. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with

respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The only means for early termination is for non-performance. Non-performance is defined as the failure, neglect or refusal to perform any act outlined in the attached Cleaning Schedule. Before any termination for non-performance is effective, the District must give Contractor written notice specifying in detail the nature of any defect or failure in performance. Contractor, at its election, shall have fifteen days (15) days in which to cure the defect(s) in performance to the reasonable satisfaction of the District. If defect(s) are deemed satisfactorily resolved, District agrees to sign a check off list created by



Contractor as documented proof of resolve. In the event the defect(s) in performance is not satisfactorily resolved by the end of the fifteenth (15th) day, the District terminating must provide timely written notification to Contractor of the failure to satisfactorily resolve the defect(s) and this Agreement will terminate fifteen (15) days from the date of the second notice. All notices shall be in writing sent via certified mail or email. If notices are sent via email, the District must obtain a confirmation of receipt of said email from Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the

Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notice**" or "**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Pillars Group LLC  
300 N. New York Ave #265  
Winter Park, Florida 32789

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding

upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Sumter County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each

deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 29. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

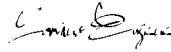
**TWISTED OAKS COMMUNITY  
DEVELOPMENT DISTRICT**



William Fife (Nov 28, 2025 10:06:30 EST)

Chairperson, Board of Supervisors

**PILLARS GROUP, LLC**



By: Lorvins Eugene

Its: Owner

**Exhibit A: Proposal**

## EXHIBIT A

### TWISTED OAKS AMENITY:

#### SERVICE & SCHEDULE

Scopes of Services
<b>JANITORIAL, PET WASTE, DEBRIS REMOVAL</b> <ul style="list-style-type: none"> <li>• Clubhouse Restroom X 2 Toilets, Urinals, Sinks, Mirrors, and Doors</li> <li>• Leaf Blower</li> <li>• Dusting/Cobweb Removal of Vertical corners</li> <li>• Trash Removal of Restroom Trash X2</li> <li>• Trash Removal Pool Trash Bin &amp; Parking lot</li> <li>• Trash Removal Playground Trash Bin</li> <li>• Wipe down and deodorize inside Trash Bin (Quarterly)</li> <li>• Replace with Liner</li> <li>• Debris/Trash removal of Basketball Court</li> <li>• Debris/Trash removal of Walking Trail</li> <li>• Debris Trash removal from Mailbox zone</li> <li>• Pet Waste Disposal</li> </ul>

#### TIMELINE FOR EXECUTION

*This scope is set upon approval*

Category	Details	Base Rate/Cost	Tax	Total
Janitorial Cleaning with supplies provided	\$1,069.76 per week (n x 4.3)	\$ 1,069.76 (n x 4.3)	*	\$4,600.00

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

*Project is broken down by date and time and is estimated high to allow work to be completed*

Schedule	Start Date	End Date	Duration
Monday, Wednesday, Friday			1 year

Burden Rate 23%: Worker's Comp, General Liability, Mileage, Equipment, Chemicals, Payroll Taxes, Auto Insurance, & Depreciation.

Monthly Total	\$4,600.00
---------------	------------

Disclaimer: The prices listed in the preceding table are lowest estimates for the services discussed. This summary is not a warranty of final price unless signed by both parties. Furthermore, payment is due by the 1<sup>st</sup> of each month. Please honor this commitment to make timely payments. Any delay in payment affects our process. Without expressed Extension from Contractor, will result in an additional \$25 per day

## HIGHFIELD AT TWISTED OAKS AMENITY:

### SERVICE & SCHEDULE

Scopes of Services
<b>JANITORIAL, PET WASTE, DEBRIS REMOVAL</b> <ul style="list-style-type: none"> <li>• Clubhouse Restroom X 2 Toilets, Urinals, Sinks, Mirrors, and Doors</li> <li>• Leaf Blower</li> <li>• Dusting/Cobweb Removal of Vertical corners</li> <li>• Trash Removal of Restroom Trash X2</li> <li>• Trash Removal Pool Trash Bin &amp; Parking lot</li> <li>• Trash Removal Playground Trash Bin</li> <li>• Wipe down and deodorize inside Trash Bin (Quarterly)</li> <li>• Replace with Liner</li> <li>• Debris/Trash removal of Basketball Court</li> <li>• Debris/Trash removal of Walking Trail</li> <li>• Debris Trash removal from Mailbox zone</li> <li>• Pet Waste Disposal</li> </ul>

Category	Details	Base Rate/Cost	Tax	Total
Janitorial Cleaning with supplies provided	\$ \$384.06(n x 4.3)	\$ \$384.06(n x 4.3)	-	\$1,650.00

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

*Project is broken down by date and time and is estimated high to allow work to be completed*

Schedule	Start Date	End Date	Duration
Monday, Wednesday, Friday			1 year

Burden Rate 23%: Worker's Comp, General Liability, Mileage, Equipment, Chemicals, Payroll Taxes, Auto Insurance, & Depreciation.

<b>Monthly Total</b>	<b>\$1,650.00</b>
----------------------	-------------------

Disclaimer: The prices listed in the preceding table are lowest estimates for the services discussed. This summary is not a warranty of final price unless signed by both parties. Furthermore, payment is due by the 1<sup>st</sup> of each month. Please honor this commitment to make timely payments. Any delay in payment affects our process. Without expressed Extension from Contractor, will result in an additional \$25 per day









# Janitorial Maintenance Services Agreement (Pillars Group) - Twisted Oaks-2

Final Audit Report

2025-11-26

Created:	2025-11-26
By:	joey arroyo (joey.arroyo@atmoslivingmg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABP7-uUMN3lW4TL2JQc7zpr0z8YnJG5lo

## "Janitorial Maintenance Services Agreement (Pillars Group) - Twisted Oaks-2" History

-  Document created by joey arroyo (joey.arroyo@atmoslivingmg.com)  
2025-11-26 - 1:23:28 PM GMT
-  Document emailed to Bill Fife (wfife@brookfieldkolter.com) for signature  
2025-11-26 - 1:23:33 PM GMT
-  Email viewed by Bill Fife (wfife@brookfieldkolter.com)  
2025-11-26 - 3:05:47 PM GMT
-  Signer Bill Fife (wfife@brookfieldkolter.com) entered name at signing as William Fife  
2025-11-26 - 3:06:28 PM GMT
-  Document e-signed by William Fife (wfife@brookfieldkolter.com)  
Signature Date: 2025-11-26 - 3:06:30 PM GMT - Time Source: server
-  Agreement completed.  
2025-11-26 - 3:06:30 PM GMT

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS H**

36-SUB.LLC-02/12

December 8, 2025

This instrument prepared by

Robin D. Derr

Under the direction of

J. RYAN MAHLER, II, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 806.4

SECTION 18010

F.P. NO. 411257-3

P.M. NO. 18-24-01

STATE ROAD 35

COUNTY Sumter

### **SUBORDINATION AGREEMENT**

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ COMMUNITY DEVELOPMENT DISTRICT, a special-purpose unit of local government created pursuant to and governed by Chapter 190, Florida Statutes, hereinafter called the "District", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department".

### **WITNESSETH:**

WHEREAS, the District is the holder of certain easements granted within the plat of Twisted Oaks, recorded in Plat Book 21, Page 18 and easements and reservations granted in the Community Declaration for Twisted Oaks recorded in Official Records Book 4606, Page 112, of the Public Records of Sumter County, Florida, hereinafter called the "Interest", and,

WHEREAS, a portion of the land encumbered by said Interest is required by the Department for public transportation;

NOW THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the District hereby agrees, covenants, and consents with the Department that the aforesaid Interest is and shall continue to be subject and subordinate to the property rights of the Department insofar as said Interest affects the following described property, viz:

**See Exhibit "A" attached hereto and made a part hereof**

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

PARCEL NO. 806.4  
SECTION 18010  
F.P. NO. 411257-3  
PAGE 2

IN WITNESS WHEREOF, the said District has signed and sealed these presents the day and year first above written.

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its \_\_\_\_\_ Secretary

Signed, sealed and delivered in  
the presence of two witnesses  
or Corporate Seal required by  
Florida Law

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT, a unit of special purpose  
government created pursuant to Chapter 190,  
Florida Statutes

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its Chairman of the Board of Supervisors

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
as Chairman of the Board of Supervisors of the TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT,  
on behalf of the District, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

PARCEL NO. 806.4  
SECTION 18010  
F.P. NO. 411257-3  
PAGE 3

**EXHIBIT "A"**

**PARCEL NO. 806**

**SECTION 18010, FP NO. 411257 3**

A PORTION OF:

The Northeast  $\frac{1}{4}$  of Section 31, Township 18 South, Range 23 East, Sumter County, Florida;  
described as follows:

All of Tract W-1, all of Tract OS-1 and that portion of Tract R-1B, lying Westerly of a Southerly extension of the East Line of Parcel No. 110, as shown on Florida Department of Transportation Right of Way Map for Section 18010, FP No. 411257 3, filed in the District Five Office in DeLand, Florida and described in the Stipulated Final Judgement recorded in Official Records Book 2166, Page 708, Public Records of Sumter County, Florida, and shown on the plat of TWISTED OAKS, Plat Book 21, Page 18, Public Records of Sumter County, Florida.

Containing 6.029 acres, more or less.

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS I**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS I I**



Upon recording, this instrument should  
be returned to:

(This space reserved for Clerk)

Jere L. Earlywine  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**PERPETUAL DRAINAGE EASEMENT**  
**(Commercial Parcels)**

**THIS PERPETUAL DRAINAGE EASEMENT (“Agreement”)** is made and entered into, by and between the following parties, and to be effective as of the 10<sup>th</sup> day of December, 2025:

**Shops at Twisted Oaks, LLC**, a Florida limited liability company, with an address of 3773 Richmond Ave., Suite 800, Houston, Texas 77046 (**“Landowner”**); and

**Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Wildwood, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (**“District”**).

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

**WHEREAS**, the Landowner is the owner in fee simple of certain real property that includes those parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Property”**); and

**WHEREAS**, the District is responsible for the operation and maintenance of the master stormwater system (**“Stormwater System”**) for the “Twisted Oaks Pointe” development, which Stormwater System includes some pipe and related improvements (together, **“Improvements”**) located within the Property; and

**WHEREAS**, the District desires to maintain the Improvements to ensure the proper function of the Stormwater System; and

**WHEREAS**, the Landowner is willing to provide the District with an easement for drainage and maintenance purposes across the Property, subject to the terms and conditions set forth herein.

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

- 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. EASEMENT.** The Landowner hereby grants to District a perpetual non-exclusive easement over, upon, under, through, and across the Property for ingress and egress, for stormwater drainage/flowage, and for the acquisition, construction, installation, maintenance, operation, repair and replacement of the Improvements located within the Property (**“Easement”**).
- 3. DAMAGE.** In the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Property or to adjacent

property in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures of any kind.

4. **INSURANCE.** District and/or any contractors performing work for District on the Property shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, District shall indemnify and hold harmless Landowner, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation of alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fine, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of the Property by District, its successors, assigns, agents, employees, contractors (including but not limited by subcontractors, materialmen, etc.), officer invitees, or representatives, including by not limited to loss of life, injury to persons or damage to, or destruction of theft of property.

6. **SOVEREIGN IMMUNITY.** District agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. **LIENS.** District shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Property or other property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Agreement are subject to the following provisions:

- (a) District shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Property any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- (b) Landowner makes no representation that the Property is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Property. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Property.
- (c) Nothing herein shall be construed to limit in any way Landowner's rights to (i) construct and maintain in the Property any structures or other improvements that do not materially

interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Property, or allow the use of the Property by others, in common with District, its successors and assigns, provided that such uses do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein.

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

10. **ENFORCEMENT.** In the event that either the Landowner or District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Agreement is solely for the benefit of the Landowner and District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Landowner and District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Landowner shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Landowner's right to protect its rights from interference by a third party.

13. **SUCCESSORS AND ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the parties and their successors and assigns as to the Property or portions thereof. Except as set forth in the preceding sentence, no party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

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

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Landowner and District.

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

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, Landowner and District caused this Agreement to be executed as of the day and year first written above.

WITNESSES:

[Signature]  
Print Name: John Weeks  
Address: 1576 Bella Cruz Dr.  
The Villages FL 32159

[Signature]  
Print Name: Kenneth Boudreau  
Address: 1576 Bella Cruz Dr  
The Villages, FL 32159

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

[Signature]  
Print Name: Stephanie R. Vaughn  
Address: 10540 SE 47 Court  
Belleview, FL 34420

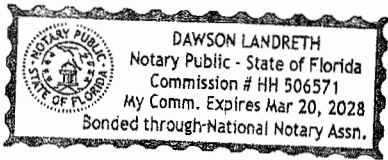
STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of December, 2025, by Stephanie R. Vaughn as Chairperson of Twisted Oaks Pointe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, who appeared before me this day in person, and who is either personally known to me, or produced Florida Driving License as identification.

[Signature]  
(Official Notary Signature)

Name: Dawson Landreth  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Florida Driving License

[notary seal]



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

Executed to be effective as of the 10<sup>th</sup> day of December, 2025.

WITNESSES

Hannah Slaughter  
Print Name: Hannah Slaughter  
Address: 3773 Richmond Avenue, Suite 800  
Houston, TX 77046

Pamela G. Buchman  
Print Name: Pamela G. Buchman  
Address: 3773 Richmond # 800  
Houston, TX 77046

SHOPS AT TWISTED OAKS, LLC

Sanford P. Aron  
Print Name: Sanford P. Aron  
Address: 3773 Richmond Avenue, Suite 800  
Houston, TX 77046

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of December, 2025, by Sanford P. Aron, as Manager of **SHOPS AT TWISTED OAKS, LLC**, a Florida limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Kathleen R. Neuendorf  
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: Kathleen R. Neuendorf  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

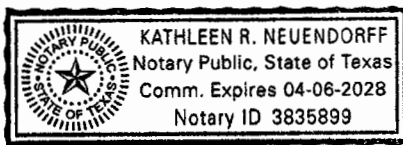


EXHIBIT A  
SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY  
(I.E., THE DRAINAGE EASEMENTS)

Description Sketch  
(Not A Survey)

DESCRIPTION:


A PORTION OF TRACT C-3A, TWISTED OAKS COMMERCIAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 20 THROUGH 20A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF SAID TRACT C-3A, OF SAID TWISTED OAKS COMMERCIAL; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT C-3A, RUN THE FOLLOWING TWO (2) COURSES: 1) S.00°12'22"E., A DISTANCE OF 90.68 FEET; 2) THENCE SOUTHWESTERLY, 41.50 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 59°26'23" (CHORD BEARING S.29°30'49"W., 39.66 FEET) TO THE **POINT OF BEGINNING**; THENCE S.15°36'27"E., A DISTANCE OF 44.55 FEET; THENCE S.29°17'23"W., A DISTANCE OF 27.65 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT R-1B, TWISTED OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 18 THROUGH 18T, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTH BOUNDARY OF TRACT R-1B RUN WESTERLY, 25.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 02°46'49" (CHORD BEARING S.81°01'20"W., 25.47 FEET); THENCE N.29°17'23"E., A DISTANCE OF 35.16 FEET; THENCE N.15°36'27"W., A DISTANCE OF 36.05 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT P-3, OF SAID TWISTED OAKS COMMERCIAL; THENCE ALONG SAID SOUTH BOUNDARY OF TRACT P-3 RUN EASTERLY, 20.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 26°57'26" (CHORD BEARING N.73°42'43"E., 20.00 FEET) TO THE **POINT OF BEGINNING**.

CONTAINING 0.032 ACRES, MORE OR LESS.

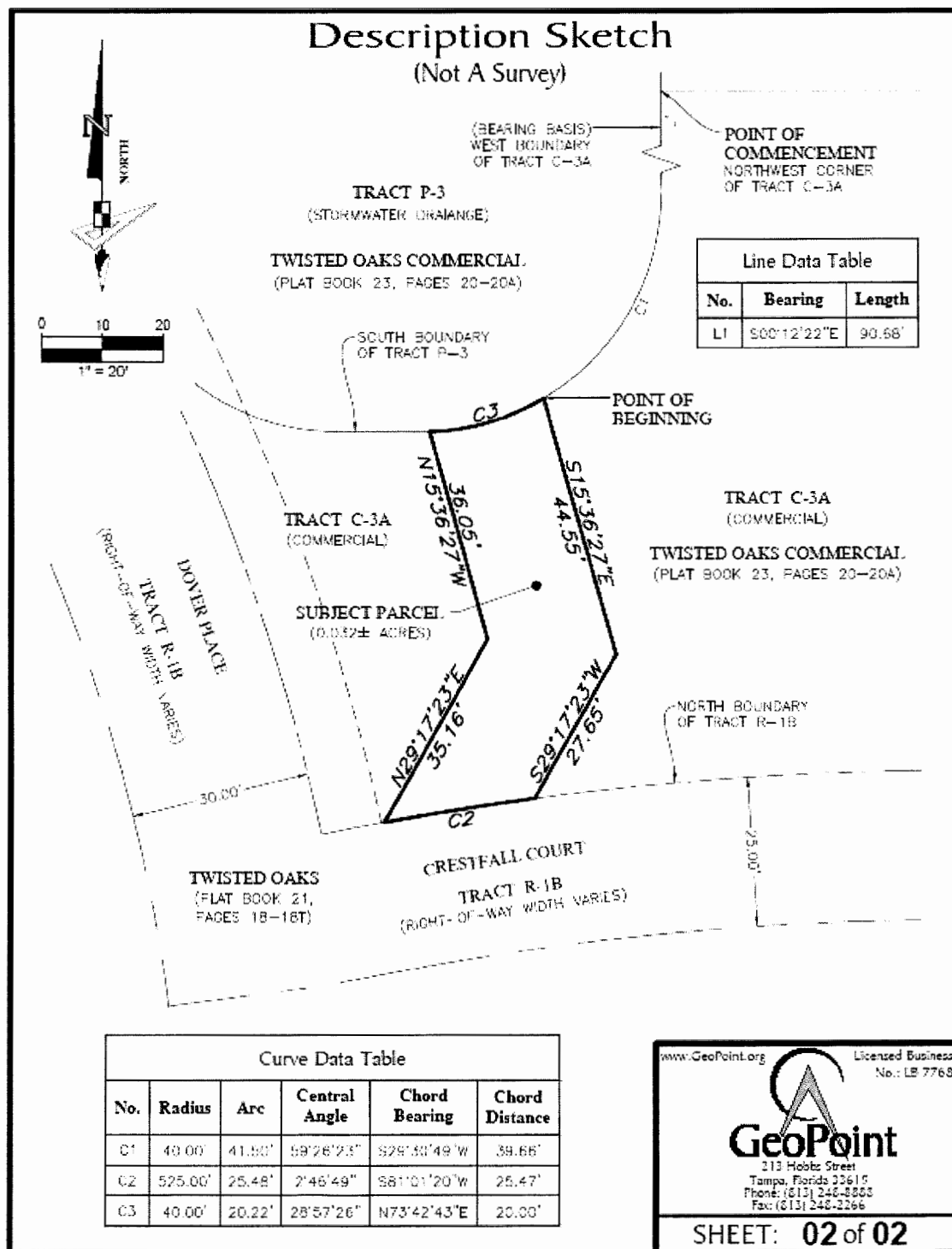
SURVEYOR'S NOTES:


- 1) I DO HEREBY CERTIFY THAT THIS DESCRIPTION SKETCH WAS MADE UNDER MY SUPERVISION AND MEETS THE "STANDARDS OF PRACTICE" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027 OF THE FLORIDA STATUTES
- 2) THIS DESCRIPTION SKETCH IS VALID ONLY WITH A SIGNATURE AND ORIGINAL SEAL, IN HARD COPY FORM, OR A DIGITAL SEAL IN ELECTRONIC FORM, PURSUANT TO RULES 5J-17.050 AND 5J-17.052, SECTION 472.027 OF THE FLORIDA STATUTES.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF TRACT C-3A, TWISTED OAKS COMMERCIAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 20 THROUGH 20A, IN THE PUBLIC RECORDS OF SUMTER COUNTY FLORIDA. HAVING A GRID BEARING OF S.00°12'22"E., THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
- 4) SEE SHEET 2 FOR SKETCH.

David W. Maxwell LS7311	JOB #: 181521 - 35-KLT, 35.01-35.03 - D.E. #1		 www.GeoPoint.org 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 SHEET: 01 of 02																
	DRAWN: TJS DATE: 09/17/2025 CHECKED: DWM																		
	Prepared For: KL Twisted Oaks, LLC.																		
	Revisions																		
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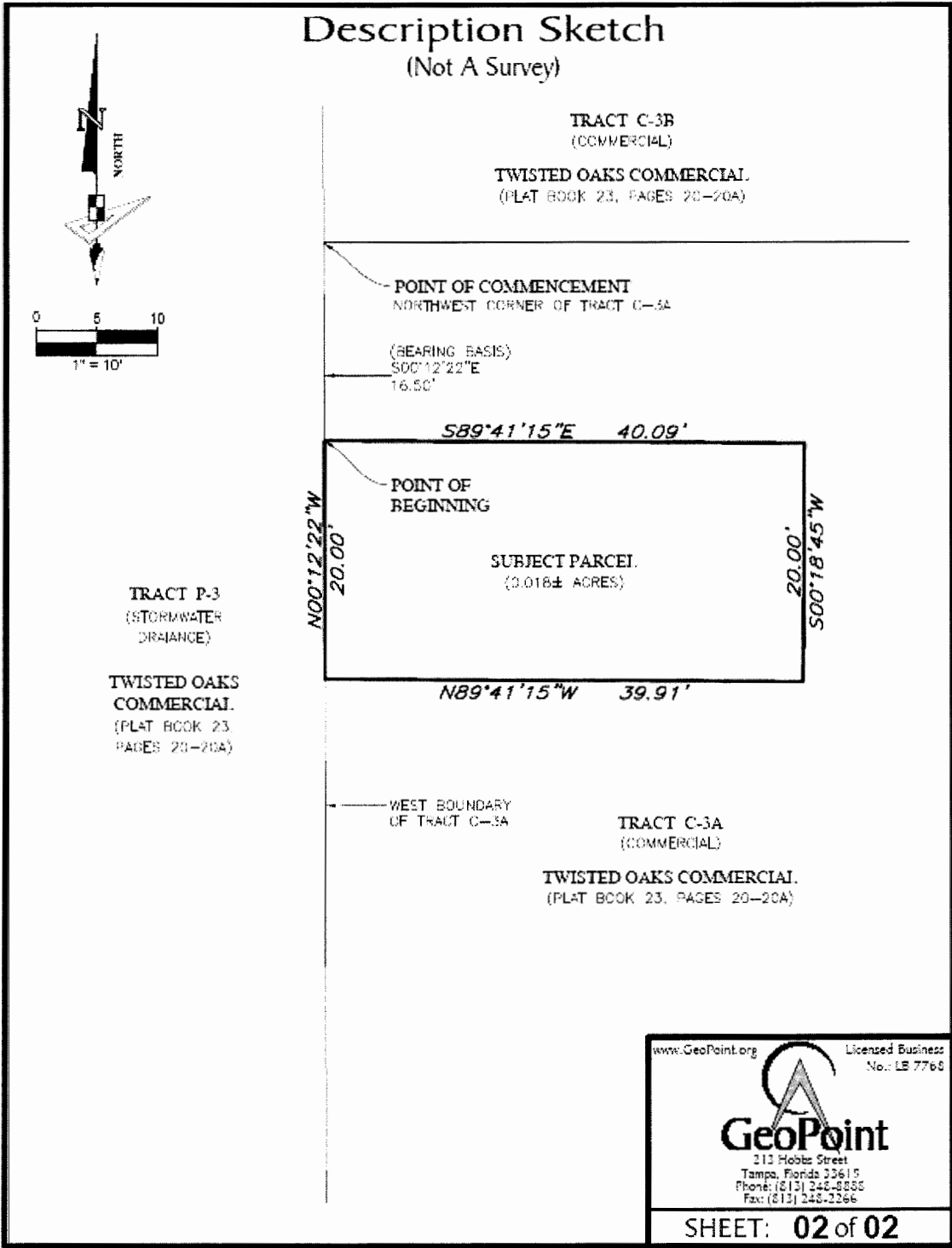
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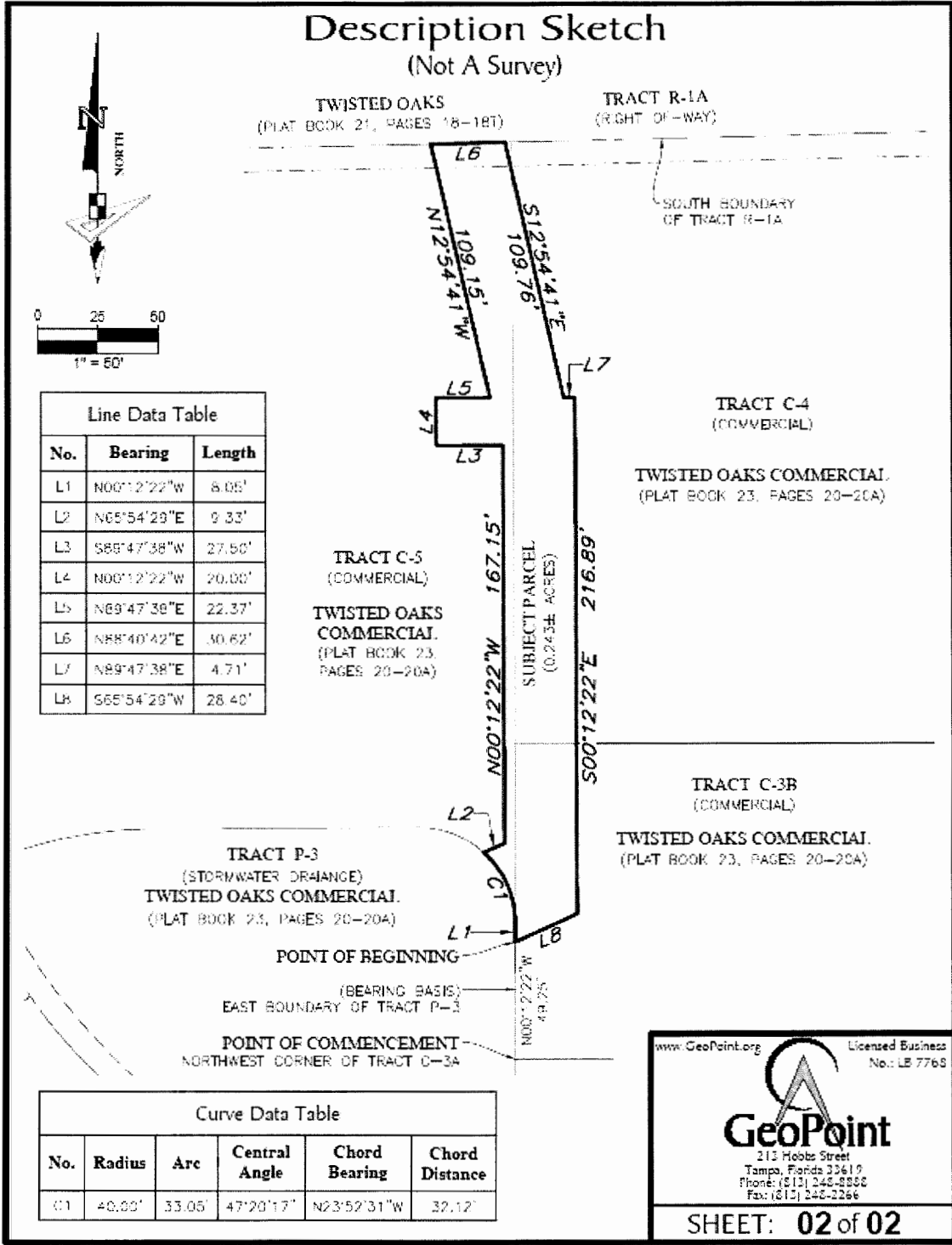


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David W. Maxwell LS7311	JOB #: 181521 - 35-KLT, 35.01-35.03 - D.E. #2		<div>www.GeoPoint.org</div> <div>Licensed Business No.: LB 7768</div> <div> <b>GeoPoint</b> 213 Hobbs Street Tampa, Florida 33615 Phone: (813) 245-8855 Fax: (813) 245-2266</div>																			
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# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

## **RATIFICATION ITEMS I II**

This instrument was prepared by:

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

---

**COST SHARE AGREEMENT**  
**(TRACTS C-3A, C-3B, C-4, C-5)**

**THIS COST SHARE AGREEMENT ("Agreement")** is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

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

**SHOPS AT TWISTED OAKS, LLC**, a Florida limited liability company, whose address is 3773 Richmond Ave., Suite 800, Houston, Texas 77046 ("**Landowner**").

**1. RECITALS**

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

**WHEREAS**, the Landowner presently owns certain lands described in **Exhibit A** (together, "**Property**"), which Property is intended to be developed into a commercial parcel; and

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

**WHEREAS**, the District's capital improvement plan includes certain offsite improvements ("**Improvements**"), including roadways, hardscape/lighting/landscape/irrigation improvements, and stormwater and conservation improvements that benefit the Property, as shown in **Exhibit B**; and

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

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

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



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

- A.** The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District from the Landowner.
- B.** To fund the costs associated with the Improvements, the parties agree that the Landowner shall be responsible for certain shared expenses ("**Shared Expenses**") incurred by the District and necessary for the operation, maintenance, repair and replacement of the Improvements.
- C.** In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs for the Shared Expenses (as defined herein) for the upcoming District fiscal year, which begins October 1.
- D.** The parties agree that the Shared Expenses shall equal \$2,236 for Tract C-2C, \$3,663 for Tract C-3A, \$2,396 for Tract C-3B, \$4,615 for Tract C-4, and \$4,651 for Tract C-5 for the District's Fiscal Year 2025/2026 (beginning October 1, 2025), and may be increased by the District up to five percent (5%) for each subsequent District fiscal year (collectively, the "**Shared Expenses Cap**"); provided however that the Shared Expenses Cap shall not apply to capital repair/replacement projects (whether caused by emergency circumstances and/or through ordinary wear and tear over time) that are part of the Shared Expenses, and undertaken by the District in order to repair and/or replace the Improvements.
- E.** The Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within thirty (30) days of written notice from the District. In the event that a payment is not timely made, the District shall be entitled to additionally recover interest and penalties in the amount of two percent (2%) per month, plus all costs of collection and enforcement, including attorney's fees and costs.
- F.** This Agreement is intended to create a contractual lien in favor of the District and for the Property to serve as the security for the payment of Shared Expenses.
- G.** **THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, FLORIDA STATUTES, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, FLORIDA STATUTES.**

H. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by Landowner and the District, and recorded in the Public Records of the County.

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

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

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

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

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

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

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

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

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

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

**15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the 10<sup>th</sup> day of December, 2025.

WITNESS

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]  
Name: John Weeks  
Address: 1576 Bella Cruz Dr.  
The Villages FL 32159

By: [Signature]  
Name: Stephanie R. Vaughn  
Title: Chairperson

By: [Signature]  
Name: Kennith Boudreau  
Address: 1576 Bella Cruz Dr  
The Villages, FL 32159

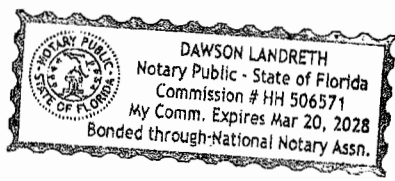
STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2025, by Stephanie R Vaughn, Chairperson, of TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced Florida Driving License 31 as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Dawson Landreth  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE FOR COST SHARE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the 10<sup>th</sup> day of December, 2025.

WITNESS

SHOPS AT TWISTED OAKS, LLC

By: Hannah Slaughter  
Name: Hannah Slaughter  
Address: 3773 Richmond Avenue, Suite 800  
Houston, TX 77046

By: [Signature]  
Name: Sanford P. Aron  
Title: Manager

By: Pamela G. Buchman  
Name: Pamela G. Buchman  
Address: 3773 Richmond Ave. #800  
HOUSTON, TX 77046

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of December, 2025, by Sanford P. Aron, as Manager of SHOPS AT TWISTED OAKS, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

Kathleen R. Neundorff  
NOTARY PUBLIC, STATE OF TEXAS

Name: Kathleen R. Neundorff  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

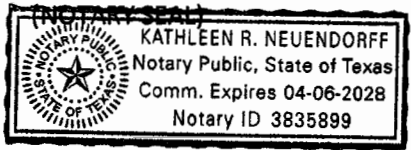


EXHIBIT A: LEGAL DESCRIPTION OF COMMERCIAL PROPERTY  
EXHIBIT B: LEGAL DESCRIPTION OF IMPROVEMENTS

**EXHIBIT A:      LEGAL DESCRIPTION OF COMMERCIAL PROPERTY**

Tract C-3A, as identified in the plat entitled "Twisted Oaks Commercial," as recorded in the Public Records of Sumter County, Florida at Plat Book 23, Pages 20 – 20A.

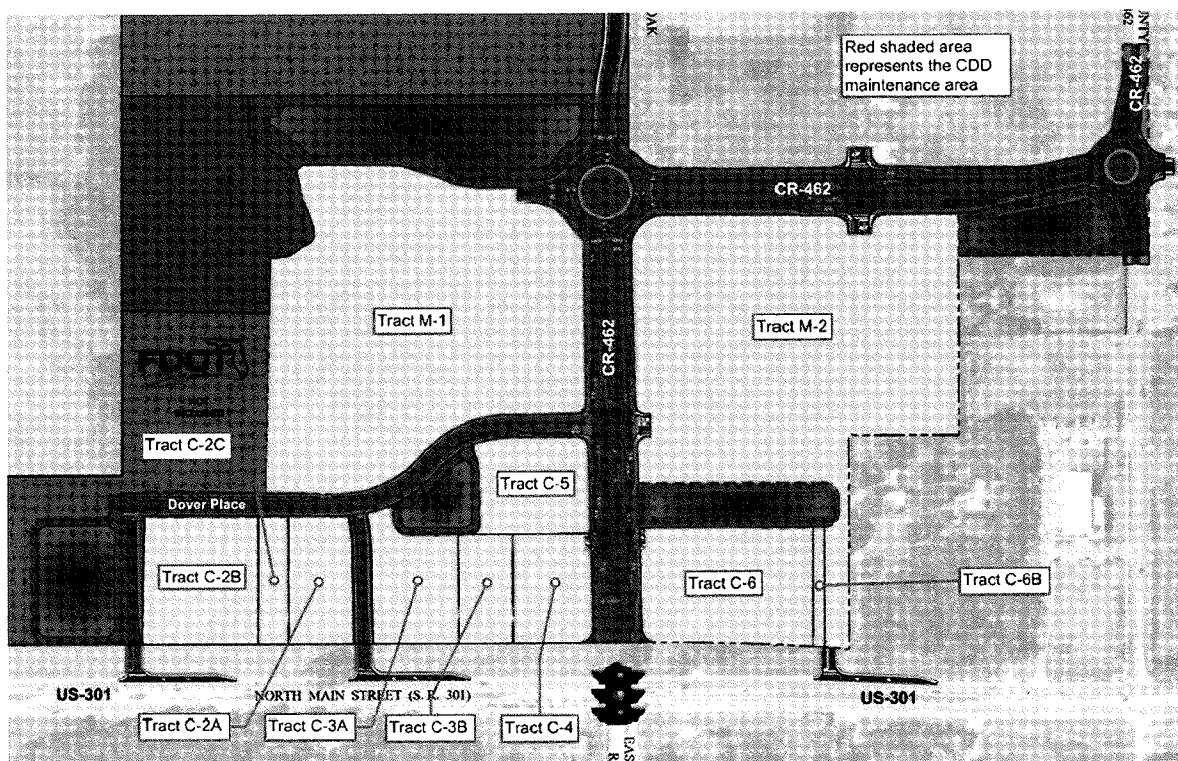
Tract C-3B, as identified in the plat entitled "Twisted Oaks Commercial," as recorded in the Public Records of Sumter County, Florida at Plat Book 23, Pages 20 – 20A.

Tract C-4, as identified in the plat entitled "Twisted Oaks Commercial," as recorded in the Public Records of Sumter County, Florida at Plat Book 23, Pages 20 – 20A.

Tract C-5, as identified in the plat entitled "Twisted Oaks Commercial," as recorded in the Public Records of Sumter County, Florida at Plat Book 23, Pages 20 – 20A.

## EXHIBIT B: DEPICTION OF IMPROVEMENTS

All landscape, hardscape, irrigation, lighting, roadway, and stormwater improvements within the areas marked on the exhibit below:





# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2023 AA1	Debt Service Fund Series 2023 AA2	Debt Service Fund Series 2024	Capital Projects Fund Series 2023 AA1	Capital Projects Fund Series 2023 AA2	Capital Projects Fund Series 2024	Total Governmental Funds
<b>ASSETS</b>								
Cash	\$ 1,042,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,042,199
Investments								
Revenue	-	33,840	23,871	38,643	-	-	-	96,354
Reserve	-	415,895	370,482	688,605	-	-	-	1,474,982
Prepayment	-	-	-	349,322	-	-	-	349,322
Capitalized interest	-	-	-	73	-	-	-	73
Construction	-	-	-	-	8,737	48,418	5,630,632	5,687,787
Cost of issuance	-	11,784	12,870	11,044	-	-	-	35,698
Undeposited funds	-	-	-	418,939	-	-	-	418,939
Due from CPF 2023	-	-	72,390	-	-	-	-	72,390
Due from DS 2023 AA1	-	-	1,271	-	-	-	-	1,271
Due from Landowner	-	-	-	-	-	74,090	-	74,090
Due from KL Twisted Oaks	123,058	-	-	-	-	-	-	123,058
Due from KL Highfield	-	-	294,614	-	-	-	-	294,614
Due from general fund	-	192,634	171,599	306,194	-	-	-	670,427
Due from CPF 2024	-	-	-	-	3,247	-	-	3,247
Due from other governments	-	-	-	-	1,556	-	-	1,556
Total assets	<u>\$ 1,165,257</u>	<u>\$654,153</u>	<u>\$ 947,097</u>	<u>\$1,812,820</u>	<u>\$ 13,540</u>	<u>\$ 122,508</u>	<u>\$5,630,632</u>	<u>\$10,346,007</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities:								
Accounts payable	\$ 146,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,308
Contracts payable	-	-	-	-	-	9,509	13,587	23,096
Retainage payable	-	-	-	-	23,723	-	-	23,723
Due to DS 2023 AA1	192,634	-	-	-	-	-	-	192,634
Due to DS 2023 AA2	171,599	1,271	-	-	-	72,390	-	245,260
Due to DS 2024	306,194	-	-	-	-	-	-	306,194
Due to Landowner	13,570	-	9,686	-	-	40,562	-	63,818
Due to CPF 2023 AA1	-	-	-	-	-	-	3,247	3,247
Due to Park Square Enterprises	1,634	-	-	-	-	-	-	1,634
Due to KL Highfield	2,640	-	-	5,524	-	-	-	8,164
Landowner advance	18,000	-	-	-	-	-	-	18,000
Total liabilities	<u>852,579</u>	<u>1,271</u>	<u>9,686</u>	<u>5,524</u>	<u>23,723</u>	<u>122,461</u>	<u>16,834</u>	<u>1,032,078</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred receipts	109,488	-	284,928	-	-	74,090	-	468,506
Total deferred inflows of resources	<u>109,488</u>	<u>-</u>	<u>284,928</u>	<u>-</u>	<u>-</u>	<u>74,090</u>	<u>-</u>	<u>468,506</u>
Fund balances:								
Restricted for:								
Debt service	-	652,882	652,483	1,807,296	-	-	-	3,112,661
Capital projects	-	-	-	-	(10,183)	(74,043)	5,613,798	5,529,572
Unassigned	203,190	-	-	-	-	-	-	203,190
Total fund balances	<u>203,190</u>	<u>652,882</u>	<u>652,483</u>	<u>1,807,296</u>	<u>(10,183)</u>	<u>(74,043)</u>	<u>5,613,798</u>	<u>8,845,423</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,165,257</u>	<u>\$654,153</u>	<u>\$ 947,097</u>	<u>\$1,812,820</u>	<u>\$ 13,540</u>	<u>\$ 122,508</u>	<u>\$5,630,632</u>	<u>\$10,346,007</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 295,115	\$ 319,222	\$ 690,660	46%
Landowner contribution	42,345	42,345	340,569	12%
Dollar Tree cost share	-	-	2,997	0%
DHI cost share commercial and multi	-	-	124,035	0%
Total revenues	<u>337,460</u>	<u>361,567</u>	<u>1,158,261</u>	31%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	4,000	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	4,327	4,327	25,000	17%
Engineering	2,500	46,402	2,000	2320%
Audit	-	-	5,500	0%
Debt service accounting	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	166	500	1,000	50%
Trustee	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	18	17	500	3%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,760	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,898	5,500	107%
Contingencies/bank charges	312	473	500	95%
Website				
Hosting & maintenance	-	850	705	121%
EMMA software services	-	4,500	2,000	225%
ADA compliance	-	-	210	0%
Tax collector	5,902	6,384	14,389	44%
Total professional & administrative	<u>17,284</u>	<u>81,701</u>	<u>128,439</u>	64%
<b>Field operations</b>				
Management	-	-	12,960	0%
Stormwater management				
Maintenance contract dry ponds	-	-	25,000	0%
Streetlighting lease	-	3,500	110,000	3%
Repair/maintenance/pressure washing	-	-	5,000	0%
Electric/utilities	-	20,954	40,000	52%
Landscape maintenance	25,893	75,582	166,000	46%
Landscape contingency	-	2,689	16,000	17%
Irrigation repairs	-	-	5,000	0%
General maintenance	-	-	7,500	0%
Dog waste stations	-	-	4,000	0%
Total field operations	<u>25,893</u>	<u>102,725</u>	<u>391,460</u>	26%
Commercial and multi family cost share				
Field management	-	-	5,000	0%
Stormwater management				
Maint contract - dry ponds	-	-	14,700	0%

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

	Current Month	Year to Date	Budget	% of Budget
Main contract - wetland	-	-	1,600	0%
Streetlighting	-	-	14,400	0%
Irrigation supply				
Effluent supply	-	-	13,835	0%
Monuments				
Repair/maintenace/pressure washing	-	-	3,000	0%
Electricity	-	-	2,500	0%
Landscape maintenance	-	-		
Maint contract	-	-	49,500	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	2,000	0%
Roadway maintenance	-	-	7,500	0%
Contingencies	-	1,590	5,000	32%
Total field operations	-	1,590	515,495	0%

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

	Current Month	Year to Date	Budget	% of Budget
<b>Amenity center - Highfield</b>				
Utilities	-	-		
Internet & cable	-	-	5,000	0%
Electric	-	-	10,000	0%
Water/irrigation	-	-	10,000	0%
Potable water	-	-	20,000	0%
Alarm monitoring	-	-	1,800	0%
Monitoring	-	-	12,000	0%
Access cards	2,170	5,575	2,000	279%
Facility management	-	-	25,000	0%
Landscape maintenance	-	-	30,000	0%
Landscape contingency	933	933	3,000	31%
Pool service	-	-	20,000	0%
Janitorial services	-	-	10,000	0%
Janitorial supplies	-	-	10,000	0%
Pest control	-	-	1,000	0%
Special events	-	-	5,000	0%
Insurance: property	-	-	35,000	0%
<b>Amenity center - Twisted</b>				
Internet & cable	-	-	5,000	0%
Electric	-	-	10,000	0%
Water/irrigation	-	-	10,000	0%
Potable water	-	-	20,000	0%
Alarm monitoring	-	-	400	0%
Monitoring	-	-	12,000	0%
Access cards	-	-	2,000	0%
Facility management	500	2,896	25,000	12%
Landscape maintenance	-	-	30,000	0%
Landscape contingency	-	-	1,600	0%
Pool service	-	-	3,600	0%
Janitorial services	-	-	8,000	0%
Janitorial supplies	-	-	5,000	0%
Fitness equipment lease	-	-	10,000	0%
Pest control	-	-	1,000	0%
Special events	-	-	5,000	0%
Fitness center repairs/supplies	-	-	1,000	0%
Insurance: property	-	12,540	25,000	50%
O&M accounting	-	-	5,700	0%
Total amenity center	3,603	21,944	380,100	0
Total expenditures	46,780	207,960	1,024,034	20%
Excess/(deficiency) of revenues over/(under) expenditures	290,680	153,607	134,227	
Fund balances - beginning	(87,490)	49,583	168,385	
Fund balances - ending	<u>\$ 203,190</u>	<u>\$ 203,190</u>	<u>\$ 302,612</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023 AA1  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 181,721	\$ 196,566	\$ 425,281	46%
Interest	1,408	5,371	-	N/A
Total revenues	<u>183,129</u>	<u>201,937</u>	<u>425,281</u>	47%
<b>EXPENDITURES</b>				
Principal	-	-	95,000	0%
Interest	-	158,706	317,413	50%
Total debt service	<u>-</u>	<u>158,706</u>	<u>412,413</u>	38%
<b>Other fees &amp; charges</b>				
Tax collector	3,634	3,931	8,860	44%
Total other fees and charges	<u>3,634</u>	<u>3,931</u>	<u>8,860</u>	44%
Total expenditures	<u>3,634</u>	<u>162,637</u>	<u>421,273</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	179,495	39,300	4,363	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(8,342)	(354)	2356%
Total other financing sources	<u>-</u>	<u>(8,342)</u>	<u>(354)</u>	2356%
Net change in fund balances	179,495	30,958	4,363	
Fund balances - beginning	473,387	621,924	1,009,212	
Fund balances - ending	<u>\$ 652,882</u>	<u>\$ 652,882</u>	<u>\$ 1,013,575</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023 AA2  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 161,878	\$ 175,102	\$ 378,842	46%
Interest	1,209	4,689	-	N/A
Total revenues	<u>163,087</u>	<u>179,791</u>	<u>378,842</u>	47%
<b>EXPENDITURES</b>				
Principal	-	-	70,000	0%
Interest	-	148,806	297,613	50%
Total debt service	<u>-</u>	<u>148,806</u>	<u>367,613</u>	40%
<b>Other fees &amp; charges</b>				
Tax collector	3,238	3,503	7,893	44%
Total other fees and charges	<u>3,238</u>	<u>3,503</u>	<u>7,893</u>	44%
Total expenditures	<u>3,238</u>	<u>152,309</u>	<u>375,506</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	159,849	27,482	3,336	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(7,431)	(316)	2352%
Total other financing sources	<u>-</u>	<u>(7,431)</u>	<u>(316)</u>	2352%
Net change in fund balances	159,849	20,051	3,652	
Fund balances - beginning	492,634	632,432	612,571	
Fund balances - ending	<u>\$ 652,483</u>	<u>\$ 652,483</u>	<u>\$ 616,223</u>	



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

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 288,847	\$ 312,443	\$ 704,096	44%
Assessment prepayments	692,378	765,128	-	N/A
Interest	2,374	9,309	-	N/A
Total revenues	<u>983,599</u>	<u>1,086,880</u>	<u>704,096</u>	154%
<b>EXPENDITURES</b>				
Principal	-	355,000	130,000	273%
Interest	-	276,636	553,271	50%
Total debt service	<u>-</u>	<u>631,636</u>	<u>683,271</u>	92%
<b>Other fees &amp; charges</b>				
Tax collector	5,777	6,249	14,669	43%
Total other fees and charges	<u>5,777</u>	<u>6,249</u>	<u>14,669</u>	43%
Total expenditures	<u>5,777</u>	<u>637,885</u>	<u>697,940</u>	91%
Excess/(deficiency) of revenues over/(under) expenditures	977,822	448,995	6,156	7294%
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(28,864)	(587)	4917%
Total other financing sources	<u>-</u>	<u>(28,864)</u>	<u>(587)</u>	4917%
Net change in fund balances	977,822	420,131	6,743	
Fund balances - beginning	829,474	1,387,165	1,003,539	
Fund balances - ending	<u>\$ 1,807,296</u>	<u>\$ 1,807,296</u>	<u>\$ 1,010,282</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 AA1  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 4,380
Interest	33	76
Total revenues	<u>33</u>	<u>4,456</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	33	4,456
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	8,342
Total other financing sources/(uses)	<u>-</u>	<u>8,342</u>
Net change in fund balances	33	12,798
Fund balances - beginning	(10,216)	(22,981)
Fund balances - ending	<u>\$ (10,183)</u>	<u>\$ (10,183)</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 AA2  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ -	\$ 7,293
Interest	47	74
Total revenues	<u>47</u>	<u>7,367</u>
<b>EXPENDITURES</b>		
Construction costs	<u>9,085</u>	<u>9,085</u>
Total expenditures	<u>9,085</u>	<u>9,085</u>
Excess/(deficiency) of revenues over/(under) expenditures	(9,038)	(1,718)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	<u>-</u>	<u>7,431</u>
Total other financing sources/(uses)	<u>-</u>	<u>7,431</u>
Net change in fund balances	(9,038)	5,713
Fund balances - beginning	(65,005)	(79,756)
Fund balances - ending	<u>\$ (74,043)</u>	<u>\$ (74,043)</u>

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

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 16,783	\$ 54,861
Total revenues	<u>16,783</u>	<u>54,861</u>
<b>EXPENDITURES</b>		
Construction costs	-	2,500
Total expenditures	<u>-</u>	<u>2,500</u>
Excess/(deficiency) of revenues over/(under) expenditures	16,783	52,361
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	28,864
Total other financing sources/(uses)	<u>-</u>	<u>28,864</u>
Net change in fund balances	16,783	81,225
Fund balances - beginning	5,597,015	5,532,573
Fund balances - ending	<u>\$ 5,613,798</u>	<u>\$ 5,613,798</u>

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held Public Hearings and a Regular Meeting on July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

**Present:**

Bill Fife	Chair
Stephanie Vaughn	Vice Chair
Kara Disotell	Assistant Secretary
Pete Williams	Assistant Secretary
Greg Beliveau	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Joey Arroyo	Atmos

**Residents present:**

John Hezlep	Troy Todak	Chris Blum	Murali Ranganathan
Cindy Stoll	Art Bartlett	Savannah Blum	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

Supervisors Fife, Vaughn, Disotell and Williams were present. Supervisor Beliveau was not present at roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Mr. Torres explained the public comments process and noted that the Board and Staff are not required to respond to any questions or comments during the meeting.

Resident Troy Todak asked for the Board and Staff to be introduced.

Resident Savannah Blum stated that she and others did not receive notices regarding this meeting and noted that many residents cannot attend meetings at this time.

Mr. Torres introduced the Board Members. He stated that the meeting was advertised in the newspaper and posted on the CDD website. Mailed Notices are only sent in the event of an assessment increase, due to the cost of mailings.

Mr. Earlywine discussed the role of the CDD, as opposed to an HOA. The CDD is a governmental entity with sovereign immunity that can finance improvements and collect assessments on the tax roll. The CDD's fiscal year runs from October 1<sup>st</sup> through September 30<sup>th</sup> and, much like an HOA, in the early years, Developer representatives sit on the Board and it transitions to resident control in later years. Mr. Fife is affiliated with the Developer, and Mr. Williams is not. In the future, the Board will gradually turn over to resident control. The CDD holds two budget meetings. At the preliminary budget meeting, the draft budget is approved, and, at today's meeting, the budget will be approved. He encouraged residents to understand CDD operations and ask questions and to check the CDD website to stay informed.

It was noted that Mr. Earlywine serves as District Counsel to the CDD.

Mr. Williams discussed CDD operations and responded to questions. While the CDD operates somewhat like an HOA, the CDD is a special purpose form of local government. He is an outside consultant asked to serve on the Board due to his experience and background. While in some cases Mailed Notices are sent to those who recently had debt assigned to their lots, the Board follows Statutory requirements and avoids extraordinary mailings.

The CDD website is [www.twistedoakspointecdd.net](http://www.twistedoakspointecdd.net).

Mr. Williams stated the HOA is membership oriented and has no bearing on the CDD; the CDD is a completely separate entity. He stated that letters are based upon addresses provided by the Property Appraiser and Tax Collector which are often only as of December 31<sup>st</sup> of the prior year so, while some might not have received letters, it was not intentional.

### THIRD ORDER OF BUSINESS

### Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

#### A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

#### B. Consideration of Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented Resolution 2025-10. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. He noted that the Assessment Comparison indicates that, for example, the Fiscal Year 2025 assessment for Single Family 40' homes was \$1,664.42, and Fiscal Year 2026 assessments are projected to be \$1,792.80, an increase of approximately 0.8%.

**Supervisor Beliveau joined the meeting.**

It was noted that Landowner contributions are based on need only, not guarantee.

Mr. Fife stated that Assessment Area Two, Highfield, already has residents and asked if those should be off-roll for Fiscal Year 2026. Mr. Earlywine stated that the Finance Team can confirm if those properties made it onto the tax roll in time.

Discussion ensued regarding construction and platting.

Mr. Beliveau explained that on-roll assessments are collected with property taxes and are collected by the Tax Collector, whereas the CDD must send a bill for off-roll assessments.

Mr. Torres stated that some of the off-roll assessments can also be settled at closing. Adjustments will be made to reflect the Assessment Roll provided by the County.

Mr. Fife noted that much of the \$140,000 budgeted for "Electric/utilities" is for streetlighting and suggested it be moved to the "Streetlighting" line item for better tracking.

The following changes were made to the Fiscal Year 2026 budget:

Page 1, "Streetlighting": Increase to "110,000

Page 1, "Electric/utilities": Decrease to "40,000

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Public Hearing was opened.**

Mr. Todak noted the high amount budgeted for street lighting and complained that the streetlights have not worked since he moved in.

Mr. Earlywine discussed issues with streetlights following storm events and litigation pending related to streetlighting in other CDDs. He stated that Staff is close to finding a solution and suggested a list of issues with streetlights be provided to Mr. Torres.



Mr. Todak asked what areas will be pressure cleaned. It was noted that the pool and clubhouse will be included in the Amenity Center budget. The \$5,000 budgeted for pressure cleaning is for curbs, roads, monuments, oil leaks, etc.

Mr. Todak questioned the "Landscape contingency" and complained about sprinklers running during rains in common areas and unmaintained areas. He noted that residents' sprinkler use is restricted.

It was noted that Staff will check to ensure that rain sensors on the irrigation system are functional and that the irrigation system timing might have been set to accommodate the "grow-in" period and the system might need to be adjusted.

Resident Chris Blum asked who pays for water when a house is built but has not been sold yet. Mr. Torres stated that house would not be paid for by the CDD as it is private property. The CDD budget supports only common areas and CDD property.

Resident John Hezlep questioned the amount budgeted for streetlights.

Mr. Torres noted that the line item also included the streetlight Lease Agreement; he indicated that the line item should also refer to the Lease. As previously discussed, \$100,000 will be moved from the utilities line item to support the Lease and streetlight payment.

Discussion ensued regarding streetlights, maintenance, power, etc.

Mr. Williams stated that Mr. Torres can provide the cost per leased pole and per lamp. The CDD leased the lights rather than funding maintenance and long-term changeover of lights beneficial to the community.

Resident Cindy Stall asked what "DS Assessments" refers to.

Mr. Williams stated that Debt Service Assessments remain fixed for the life of the 30-year bonds, and those are paid only while the property is owned. The O&M, Operation and Maintenance assessments, vary based on the annual budget.

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

## FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and  
Objections on the Imposition of  
Maintenance and Operation Assessments  
to Fund the Budget for Fiscal Year  
2025/2026, Pursuant to Florida Law

## A. Proof/Affidavit of Publication

## B. Mailed Notice(s) to Property Owners

## • Resident Response: Troy and Elizabeth Todak

These items were included for informational purposes.

Mr. Williams stated that the CDD does not have the ability to bill quarterly or monthly or to levy special assessments, and the budgeting process is done only once per year. He noted that the CDD budget is prepared based on the management plan of the budget, and that determines assessments. If the CDD does not assess enough, it is possible that certain services would have to be cut toward the end of the fiscal year. The CDD collects assessments through the tax roll via the Property Appraiser and Tax Collector. Because the CDD only receives revenue once per year, it is essential to get it right.

**On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor,  
the Public Hearing was opened.**

Mr. Todak read the following statement: "I am writing this to formally oppose the proposed 27% increase in CDD assessments. As a homeowner and community member I believe this increase is excessive and unjustified given the current state of amenities operation efficiencies I have personally observed. First and foremost, the ongoing problem of wasteful watering is deeply troubling. I have seen sprinklers run during rain storms, water spill on sidewalks and streets, a clear sign of poor management at a time when water conservation is both an environmental and financial priority. These inefficiencies need to be fixed before adding more cost for residents. Furthermore, I want to address the 51% increase in the electric utility line item in the proposed budget. This sharp rise is concerning and needs a detailed explanation. Without transparency about what is causing it, such as rate hikes, new infrastructure or mismanagement, residents are left to guess whether such a large increase is justified. Since the energy efficient technology and smarter irrigation systems are readily

175 available, it is reasonable to expect the CDD to look into and apply cost control measures  
176 instead of passing this large increase onto homeowners before approving this line item. The  
177 Board should give a clear breakdown of utility usage, justify cost estimates and outline any plan  
178 to improve energy efficiency and cut waste. Furthermore, justifying a fee increase is difficult  
179 when the rate of home sales in the community has clearly slowed down. The slowdown in sales  
180 affects everyone, potentially lowering property values and reducing the vibrance of our  
181 neighborhood. Higher CDD fees might also discourage potential buyers, creating an ongoing  
182 issue. Finally, delays in proper amenities cause significant frustrations. By residents' choice this  
183 community based on advised plans and amenities that have not yet appeared and are heavily  
184 delayed. The Board must fulfill its prior commitments before requesting additional funds and  
185 fees. Increases of this size should be accompanied by visible improvements in community  
186 services which have not been observed. Before considering an increase I request a detailed  
187 public breakdown of spending specific justifications for the proposed hike and a comparison  
188 plan to address existing issues, especially those related to irrigation and amenity development.  
189 Transparency and accountability are crucial for maintaining residents' trust and support. I urge  
190 the Board to reconsider this proposal and instead focus on improving operational efficiency and  
191 further fulfill community promise with the funds already available. One final item, a second  
192 meeting mentioned in the letter needs to be scheduled. The letter only refers to the July 14<sup>th</sup>  
193 meeting. Several residents did not receive the letters... and we were not informed of...where it  
194 would be posted, so nobody knew where to go. This information was not provided to us on  
195 purchase. The CDD should distribute the notice through the HOA to improve transparency and  
196 arrange a second budget meeting to address residents' concern. Thank you."

197 There were no other comments.

199 **On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor,**  
200 **the Public Hearing was closed.**

201  
202  
203 Mr. Torres stated that, understanding that there may be adjustments based on the  
204 County tax roll, the assessment levels will not change, other than how they are collected.

205 Mr. Williams noted that final adjustments would be made based on what will be direct  
206 corrected and what will be on-roll.

207 Discussion ensued regarding the cost of collection reflected for on-roll assessments.

**C. Consideration of Resolution 2025-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

Mr. Torres presented Resolution 2025-11, which allows the CDD to collect the assessments adopted through the budget via the assessment rolls provided to the Property Appraiser and Tax Collector.

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, Resolution 2025-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2026 Deficit Funding Agreement**

Mr. Earlywine presented the Fiscal Year 2026 Deficit Funding Agreement, which obligates the Developer to fund budget overages.

**On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, the Fiscal Year 2026 Deficit Funding Agreement, was approved.**

**SIXTH ORDER OF BUSINESS**

**Public Hearings on Rules, Policies, and Fees Regarding Amenity Facilities and Parking Enforcement**

**A. Proofs/Affidavits of Publication**

**B. Consideration of Resolution 2025-12, Adopting Amenities Rules and Policies, Amenity Rates and a Disciplinary and Enforcement Rule; Providing a Severability Clause; and Providing an Effective Date**

Mr. Earlywine presented Resolution 2025-12 and the Amenities Rules and Policies, Amenity rates and Disciplinary and Enforcement Rule.

Ms. Vaughn noted that, under Definitions, Deerbrook CDD is referenced. Mr. Earlywine stated that it will be corrected and the Amenity Manager contact will be included.

Mr. Williams discussed the nonresident fee, which would apply to members of the public wishing to use the amenities and would reflect an amount comparable to the annual cost to residents utilizing the amenities. The annual amenity fee for nonresidents would be \$2,183.22. It was noted that the document is currently available on the CDD website within the agenda for today's meeting, as it is not yet approved and adopted.

**On MOTION by Mr. Beliveau and seconded by Ms. Disotell, with all in favor, the Public Hearing was opened.**

Mr. Todak asked where all of the rules and policies related to using facilities, overnight parking, etc., are published. Mr. Beliveau stated that they are only in the meeting packet today because they are not yet officially approved. Once they are officially approved, they will be included on the CDD website in a separate document labeled amenity rules, parking rules, etc. They must be approved in a meeting prior to publishing on the website.

Mr. Torres discussed the purpose and benefit of the rules to preserve the amenities for property owners and noted that the rules can be changed as needed. Residents can express their concerns via contact with onsite management Staff and meeting attendance.

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Fife and seconded by Mr. Beliveau, with all in favor, Resolution 2025-12, Adopting Amenities Rules and Policies, Amenity Rates and a Disciplinary and Enforcement Rule, as amended; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

## SEVENTH ORDER OF BUSINESS

### Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement

#### A. Proof/Affidavits of Publication

- Notice of Rule Development

- Notice of Rulemaking

These items were included for informational purposes.

**B. Consideration of Resolution 2025-13, Adopting Policies Relating to Overnight Parking and Parking Enforcement; and Providing for Severability and an Effective Date**

Mr. Fife stated that this item was added due to ongoing issues with overnight parking, blocking of roads, etc. He noted that Exhibit A is not included in the packet.

A resident expressed support for the rules and noted that the blocking of traffic has been very hazardous. People have been parking on both sides of the road even in the presence of “No Parking” signs in many cases. He noted that it can be dangerous for emergency service vehicles and trash trucks and questioned how enforcement will be carried out.

Mr. Earlywine noted that the rules did not make it into the agenda, but the proposed rules are fairly standard to CDDs, for street parking and amenity parking. He stated that roaming towing is generally less popular than having an onsite contact such as an amenity manager placing a notice on a vehicle and only towing after some notice is provided.

Discussion ensued regarding whether to defer approval of the rules to the next meeting.

Mr. Torres stated he prefers not to delay approval due to the cost of the public hearing. He noted that Paragraph 2 of the rules states the following:

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 goods, 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.”

Mr. Torres noted that signage and language requirements are described, and read Section 3b, "Towing/Removal Authority", as follows:

"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."

**On MOTION by Mr. Fife and seconded by Mr. Williams, with all in favor, the Public Hearing was opened.**

Resident Murali Ranganathan noted that another community, Beaumont CDD, took similar action last year. Mr. Williams stated that Beaumont CDD is another Kolter project; the same attorney prepared these documents, and met all City requirements.

Mr. Hezlep expressed support for parking rules and expressed concern for towing. He asked for protections for families to be ensured.

Asked if the parking rules prohibit general street parking or only overnight parking, it was noted that general street parking is not allowed, with caveats during holidays.

Mr. Earlywine stated that the City advised that they treat the CDD's roads as their own, so the CDD can determine the rules.

Discussion ensued regarding roaming versus proactive towing, how to address habitual street parking, stickering violators, and giving the CDD power of enforcement.

Mr. Blum stated that he only noticed a few homes with numerous vehicles contributing to the habitual street parking issue and asked how this can be addressed.

Mr. Williams stated that many communities deal with these issues; a bigger problem occurs when people park across from each other on both sides of the street. He suggested utilizing amenity personnel rather than a roaming towing company. He suggested stickering and towing initiated by staff, with residents informing amenity personnel of occasional instances in which multiple guests are present. He recommended guests be considerate, avoid blocking mailboxes and sidewalks, etc. and stated while there is no perfect way to enforce such a policy

and some might threaten to sue, the CDD is within its rights to establish such a policy, and also wants to be fairly benevolent.

The benefit of having staff to call and the multiple steps that would be taken before towing, including posting signs in the community and contacting owners, were discussed.

Ms. Blum stated, from a law enforcement perspective, the biggest issue she sees in neighborhoods is with emergency vehicles because residents believe that no enforcement occurs at night. She expressed concern for providing someone to call after hours should towing be necessary overnight.

Mr. Todak urged the Board to dive into the issue deeply and noted the potential to fuel hostility between neighbors, given the prohibition for street parking and the lack of any designated areas for guest parking. He thinks a grace period before towing is necessary and stated in his experience, emergency vehicles can pass through with vehicles parked in the street.

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, Resolution 2025-13, Adopting Policies Relating to Overnight Parking and Parking Enforcement; and Providing for Severability and an Effective Date, was adopted.**

In response to a question, Mr. Torres stated that the parking rules, which he read into the record verbatim, will be posted on the CDD website.

#### **EIGHTH ORDER OF BUSINESS**

#### **Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates**

Mr. Torres presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

#### **A. Consideration of Resolution 2025-14, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024**



On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, Resolution 2025-14, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, was adopted.

**NINTH ORDER OF BUSINESS**

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

Mr. Torres presented Resolution 2025-06.

The following change was made to the Fiscal Year 2025/2026 Meeting Schedule:

TIME: 11:30 AM

On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

**TENTH ORDER OF BUSINESS****Ratification Items**

- A. Dollar Tree Stores, Inc. Cost Share Agreement [Parcel C-2A]**
- B. Hughes Brothers Construction, Inc. Items**
  - I. Change Orders**
    - a. No. 12 [Phase 1 Infrastructure]**
    - b. No. 13 [Phase 1 Infrastructure]**
    - c. No. 17 [Phase 1 Infrastructure]**
    - d. No. 9 [Highfields Mass Grading]**
    - e. No. 10 [Highfields Mass Grading]**
    - f. No. 6 [Highfields Phase 1]**
    - g. No. 11 [Highfields Phase 1]**
    - h. No. 3 [Commercial Roadway]**
    - i. No. 8 [Commercial Roadway]**

- II. Assignment of Construction Contract and Acquisition of Completed Improvements [Mass Grading]
- III. Assignment of Contractor Agreement [Phase Two]

On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor, the items included in Item 10A and Item 10 BI, 10 BII and 10 BIII, were ratified.

**ELEVENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of May 31, 2025**

On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of May 31, 2025, were accepted.

**TWELFTH ORDER OF BUSINESS****Approval of May 12, 2025 Regular Meeting Minutes**

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, the May 12, 2025 Regular Meeting Minutes, as presented, were approved.

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

Mr. Earlywine stated that he is working on the Cost Share Agreement related to stormwater drainage of offsite commercial areas.

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

There was no District Engineer report.

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

- **NEXT MEETING DATE: August 11, 2025 at 10:00 AM**

- **QUORUM CHECK**

The next meeting will be held on August 11, 2025, unless cancelled. It was noted that meetings will not begin at 11:30 a.m. until Fiscal Year 2026. Updates providing meeting cancellations will be posted on the CDD website.

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

Mr. Williams asked Mr. Torres to work with the HOA, which hopefully has an e-blast list, to provide a short email to provide property owners with the CDD website address and to inform them that the agenda, minutes, financial statements, audits, etc., are posted on the website. He asked Mr. Torres to work with the appropriate party for the various closing agents being used by builders to ensure that new homeowners receive a small blurb with the website address.

**FIFTEENTH ORDER OF BUSINESS****Public Comments**

Mr. Ranganathan supports providing new homeowners with helpful information about the CDD. Mr. Williams stated that in the future, as the community grows, the Board can offer an informational "CDD 101" meeting to address how the CDD is structured, how it operates, the differences between the CDD as a general purpose government and the HOA and POAs.

Mr. Hezlep asked how he can obtain the information about the streetlights. Mr. Torres stated that he will provide his contact information.

Ms. Blum asked who monitors the gate, the HOA or the CDD. Mr. Williams stated it is monitored by the HOA. Ms. Blum suggested the Board consider the layout because from a first responder perspective, there is no means for an emergency vehicle to bypass waiting vehicles.

It was noted that the gate is currently being installed. It is an HOA gate; the CDD cannot privatize entry to CDD roadways. Currently, the meters are being installed, and upon activation, the HOA will reach out to homeowners to conduct the education process for gate access. Due to the education process, it will likely take 30 to 45 days to begin utilizing the gate. The gate will be open from 7:00 a.m. until 7:00 p.m. while sales are occurring in the CDD.

A resident stated the HOA advised that irrigation could not be installed in backyards and asked if property owners can install their own irrigation. Mr. Williams stated most builders install Bahia sod in the backyards now because most cities no longer allow irrigation in rear yards; Bahia goes dormant during drought seasons and comes back when rains resume, whereas St. Augustine dies. Mr. Fife stated this is done to comply with water management district requirements.

A resident stated that his front yard irrigation system has no meter to indicate what is sewage and what is not, and the City charges for 20 minutes of water and 20 minutes of sewage. Mr. Williams stated he will answer this to the best of his ability as this is not a CDD

issue. He stated that the sewer is normally tapped, and most Counties do not charge beyond 8,000 gallons; most utility companies will separate the irrigation lines and provide an irrigation meter so that only the actual water used is billed. While 8,000 gallons is a lot on a monthly basis depending on the size of the yard, the best bet is to ensure that no charges occur for that.

Mr. Todak noted that the CDD budget includes fees for amenities that he pays the HOA for such as the pool and grass services. It was noted that the HOA does not own any physical property in this project. Mr. Beliveau stated that residents in the gated area pay the HOA for landscaping, covenant enforcement, the Architectural Review Committee (ARC) and insurance. It was noted that the HOA budget is posted in the portal.

Mr. Todak asked how the gate will function and if the property will be secured. It was noted that the property is not secured because the perimeter is not enclosed; the gate controls access. Mr. Arroyo stated a code and vehicle passes will be provided.

**SIXTEENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Williams and seconded by Mr. Fife, with all in favor, the meeting adjourned at 11:30 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
<b>LOCATION</b> <i>The Villages Public Library at Pinellas Plaza, 7375 Powell Rd. #100, Wildwood, Florida 34785</i> <sup>1</sup> Conference Room 102 <sup>2</sup> Conference Room 162		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2025 <sup>2</sup> <b>CANCELED</b>	Regular Meeting	10:30 AM
November 10, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	11:30 AM
December 8, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	11:30 AM
January 12, 2026 <sup>2</sup> <b>CANCELED</b>	Regular Meeting	11:30 AM
February 9, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
March 9, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
April 13, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
May 11, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
June 8, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
July 13, 2026 <sup>1</sup>	Regular Meeting	11:30 AM
August 10, 2026 <sup>2</sup>	Regular Meeting	11:30 AM
September 14, 2026 <sup>1</sup>	Regular Meeting	11:30 AM