

WINDING OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

August 11, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARINGS AND
REGULAR MEETING
AGENDA**

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Winding Oaks 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

August 4, 2025

Board of Supervisors
Winding Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Winding Oaks Community Development District will hold Public Hearings and a Regular Meeting on August 11, 2025 at 2:30 p.m., at the Belleview Community Center, 5615 SE 110th Place, Belleview, Florida 34420. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-05, 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
4. 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
 - C. Consideration of Resolution 2025-06, 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
5. Consideration of Fiscal Year 2026 Deficit Funding Agreement

ATTENDEES:

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

6. Consideration of Resolution 2025-04, 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
7. Consideration of Marion County Interlocal Agreement Regarding Stormwater Pond Maintenance
8. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
9. Ratification Items
 - A. Requisition #5 Partial Acquisition [Assessment Area One Project]
 - B. Kimley-Horn and Associates, Inc., Agreement for Engineering Services
10. Acceptance of Unaudited Financial Statements as of June 30, 2025
11. Approval of May 12, 2025 Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Kimley-Horn and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: September 8, 2025 at 2:30 PM
 - QUORUM CHECK

SEAT 1	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KARA DISOTELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PETE WILLIAMS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	STEPHANIE VAUGHN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	GREG BELIVEAU	☐ IN PERSON	☐ PHONE	☐ NO
13. Board Members' Comments/Requests
14. Public Comments

15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

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

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

3A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Winding Oaks CDD
Po Box 810036
Boca Raton FL 33481-0036

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

07/23/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/23/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$178.28

Tax Amount: \$0.00

Payment Cost: \$178.28

Order No: 11508040

Customer No: 1414428

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

WINDING OAKS COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025/2026
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Winding Oaks Community Development District ("District") will hold a public hearing on August 11, 2025, at 2:30 p.m., and at Bellevue Community Center, 5616 SE 110th Place, Belleview, Florida 34420, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.windingoakscdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager

11508040

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-05

[ANNUAL APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) 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.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Winding Oaks Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Winding Oaks Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**WINDING OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget(s)

Exhibit A: Fiscal Year 2025/2026 Budget(s)

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 99,290	\$ 29,232	\$ 70,058	\$ 99,290	\$ 304,340
Total revenues	99,290	29,232	70,058	99,290	304,340
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	6,128	18,872	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	333	667	1,000	1,000
EMMA software service	1,500		1,500	1,500	1,500
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	11	489	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	250	5,500	6,800
Contingencies/bank charges	750	539	211	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	99,290	32,727	66,563	99,290	100,590

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Field operations					
Field operations managements	-	-	-	-	5,000
Maintenance contract - ponds	-	-	-	-	5,000
Repair and maintenance/pressure washing	-	-	-	-	3,000
Landscaping maintenance	-	-	-	-	60,000
Irrigation repairs	-	-	-	-	2,500
Landscape contingency	-	-	-	-	5,000
General maintenance	-	-	-	-	3,000
Streetlighting	-	-	-	-	33,750
Dogwaste stations	-	-	-	-	2,000
Field operations contingency	-	-	-	-	10,000
Utilities	-	-	-	-	4,500
Property insurance	-	-	-	-	20,000
Total field operations	-	-	-	-	153,750
Total expenditures	99,290	32,727	66,563	99,290	254,340
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,495)	3,495	-	50,000
Fund balance - beginning (unaudited)	-	-	(3,495)	-	-
Fund balance - ending (projected)	-	(3,495)	-	-	50,000
Unassigned	-	(3,495)	-	-	50,000
Fund balance - ending	\$ -	\$ (3,495)	\$ -	\$ -	\$ 50,000

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software service	1,500
Trustee	5,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	6,800
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations managements	5,000
Maintenance contract - ponds	5,000
Repair and maintenance/pressure washing	3,000
Landscaping maintenance	60,000
Irrigation repairs	2,500
Landscape contingency	5,000
General maintenance	3,000
Streetlighting	33,750
Dogwaste stations	2,000
Field operations contingency	10,000
Utilities	4,500
Property insurance	20,000
Total expenditures	<u><u>\$ 254,340</u></u>

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 346,896
Developer contribution	-	-	137,700	137,700	-
Interest	-	5,126	1,203	6,329	-
Total revenues	-	5,126	138,903	144,029	346,896
EXPENDITURES					
Debt service					
Principal	-	-	-	-	70,000
Interest	-	-	133,110	133,110	275,400
Cost of issuance	-	155,474	35,076	190,550	-
Underwriter's discount	-	100,300	-	100,300	-
Total expenditures	-	255,774	168,186	423,960	345,400
Excess/(deficiency) of revenues over/(under) expenditures	-	(250,648)	(29,283)	(279,931)	1,496
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	770,855	-	770,855	-
Total other financing sources/(uses)	-	770,855	-	770,855	-
Net increase/(decrease) in fund balance	-	520,207	(29,283)	490,924	1,496
Fund balance:					
Beginning fund balance (unaudited)	-	(3,888)	516,319	(3,888)	487,036
Ending fund balance (projected)	\$ -	\$ 516,319	\$ 487,036	\$ 487,036	488,532
Use of fund balance:					
Debt service reserve account balance (required)					(346,895)
Interest expense - November 1, 2026					(136,090)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 5,547

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			137,700.00	137,700.00	5,015,000.00
05/01/26	70,000.00	4.600%	137,700.00	207,700.00	4,945,000.00
11/01/26			136,090.00	136,090.00	4,945,000.00
05/01/27	75,000.00	4.600%	136,090.00	211,090.00	4,870,000.00
11/01/27			134,365.00	134,365.00	4,870,000.00
05/01/28	80,000.00	4.600%	134,365.00	214,365.00	4,790,000.00
11/01/28			132,525.00	132,525.00	4,790,000.00
05/01/29	80,000.00	4.600%	132,525.00	212,525.00	4,710,000.00
11/01/29			130,685.00	130,685.00	4,710,000.00
05/01/30	85,000.00	4.600%	130,685.00	215,685.00	4,625,000.00
11/01/30			128,730.00	128,730.00	4,625,000.00
05/01/31	90,000.00	4.600%	128,730.00	218,730.00	4,535,000.00
11/01/31			126,660.00	126,660.00	4,535,000.00
05/01/32	95,000.00	5.400%	126,660.00	221,660.00	4,440,000.00
11/01/32			124,095.00	124,095.00	4,440,000.00
05/01/33	100,000.00	5.400%	124,095.00	224,095.00	4,340,000.00
11/01/33			121,395.00	121,395.00	4,340,000.00
05/01/34	105,000.00	5.400%	121,395.00	226,395.00	4,235,000.00
11/01/34			118,560.00	118,560.00	4,235,000.00
05/01/35	110,000.00	5.400%	118,560.00	228,560.00	4,125,000.00
11/01/35			115,590.00	115,590.00	4,125,000.00
05/01/36	115,000.00	5.400%	115,590.00	230,590.00	4,010,000.00
11/01/36			112,485.00	112,485.00	4,010,000.00
05/01/37	125,000.00	5.400%	112,485.00	237,485.00	3,885,000.00
11/01/37			109,110.00	109,110.00	3,885,000.00
05/01/38	130,000.00	5.400%	109,110.00	239,110.00	3,755,000.00
11/01/38			105,600.00	105,600.00	3,755,000.00
05/01/39	135,000.00	5.400%	105,600.00	240,600.00	3,620,000.00
11/01/39			101,955.00	101,955.00	3,620,000.00
05/01/40	145,000.00	5.400%	101,955.00	246,955.00	3,475,000.00
11/01/40			98,040.00	98,040.00	3,475,000.00
05/01/41	155,000.00	5.400%	98,040.00	253,040.00	3,320,000.00
11/01/41			93,855.00	93,855.00	3,320,000.00
05/01/42	160,000.00	5.400%	93,855.00	253,855.00	3,160,000.00
11/01/42			89,535.00	89,535.00	3,160,000.00
05/01/43	170,000.00	5.400%	89,535.00	259,535.00	2,990,000.00
11/01/43			84,945.00	84,945.00	2,990,000.00
05/01/44	180,000.00	5.400%	84,945.00	264,945.00	2,810,000.00
11/01/44			80,085.00	80,085.00	2,810,000.00
05/01/45	190,000.00	5.700%	80,085.00	270,085.00	2,620,000.00
11/01/45			74,670.00	74,670.00	2,620,000.00
05/01/46	200,000.00	5.700%	74,670.00	274,670.00	2,420,000.00
11/01/46			68,970.00	68,970.00	2,420,000.00
05/01/47	210,000.00	5.700%	68,970.00	278,970.00	2,210,000.00
11/01/47			62,985.00	62,985.00	2,210,000.00
05/01/48	225,000.00	5.700%	62,985.00	287,985.00	1,985,000.00
11/01/48			56,572.50	56,572.50	1,985,000.00

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	240,000.00	5.700%	56,572.50	296,572.50	1,745,000.00
11/01/49			49,732.50	49,732.50	1,745,000.00
05/01/50	250,000.00	5.700%	49,732.50	299,732.50	1,495,000.00
11/01/50			42,607.50	42,607.50	1,495,000.00
05/01/51	265,000.00	5.700%	42,607.50	307,607.50	1,230,000.00
11/01/51			35,055.00	35,055.00	1,230,000.00
05/01/52	280,000.00	5.700%	35,055.00	315,055.00	950,000.00
11/01/52			27,075.00	27,075.00	950,000.00
05/01/53	300,000.00	5.700%	27,075.00	327,075.00	650,000.00
11/01/53			18,525.00	18,525.00	650,000.00
05/01/54	315,000.00	5.700%	18,525.00	333,525.00	335,000.00
11/01/54			9,547.50	9,547.50	335,000.00
05/01/55	335,000.00	5.700%	9,547.50	344,547.50	-
Total	5,015,000.00		5,455,490.00	10,470,490.00	

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contributions (GF)/Off-Roll Assessments (DSF)					
		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
Product/Parcel	Units	Assessment	Assessment	Assessment	Total
		per Unit	per Unit	per Unit	Assessment
					per Unit
Villa (Duplex)	34	\$ -	\$ 1,124.83	\$ 1,124.83	n/a
SF 40'	87	-	1,199.81	1,199.81	n/a
SF 50'	117	-	1,499.76	1,499.76	n/a
SF 60'	16	-	1,799.72	1,799.72	n/a
Total	254				

WINDING OAKS

COMMUNITY DEVELOPMENT DISTRICT

4A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Windng Oaks Cdd
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

07/16/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/16/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1091.68

Tax Amount: \$0.00

Payment Cost: \$1091.68

Order No: 11488662

Customer No: 1414428

of Copies:

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Winding Oaks Community Development District ("District") will hold the following two public hearings and a regular meeting on August 11, 2025, at 2:30 p.m., and at Belleview Community Center, 5616 SE 110th Place, Belleview, Florida 34420.

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District Imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units	Equivalent Assessment Unit Factor (Operations)	Annual O&M Assessment	Annual Debt Assessment	TOTAL Assessment
Villa/Duplex	34	0.60	\$464.14	\$1,124.83	\$1,588.97
SF 40'	87	0.80	\$618.86	\$1,199.81	1,818.67
SF 50'	117	1.00	\$773.57	\$1,499.76	2,273.33
SF 60'	16	1.20	\$928.28	\$1,779.72	2,728.00
Total	254				

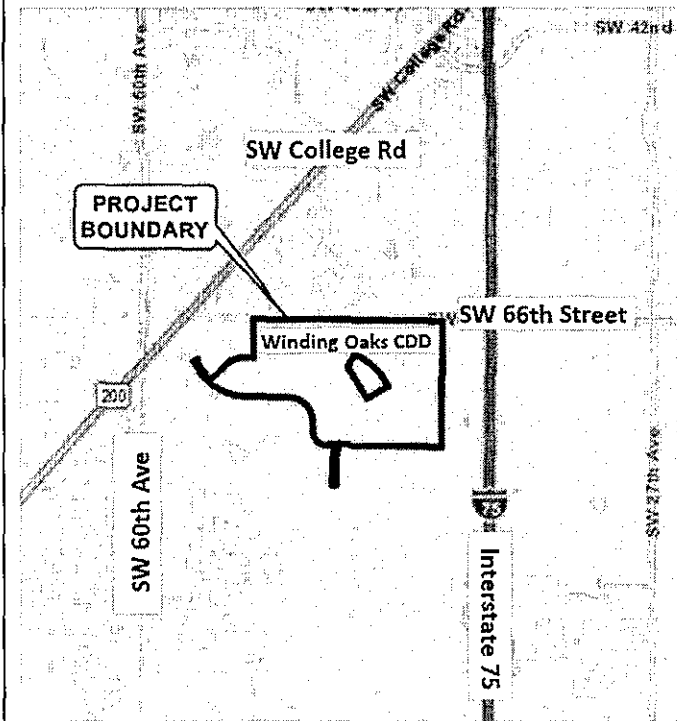
The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. The O&M Assessments will only be imposed on lots that have previously been platted and sold by the developer to third parties, including lots sold during the Fiscal Year 2025/2026, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Winding Oaks Community Development District ("District"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 11, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 11th day of July, 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC


Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

Winding Oaks 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
THIS IS NOT A BILL – DO NOT PAY

July 11, 2025

VIA FIRST CLASS MAIL

KL WINDING OAKS LLC
14025 RIVEREDGE DR, STE 175
TAMPA, FL 33637-2001

[PARCEL ID]: 35512-002-00

RE: Winding Oaks Community Development District
Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Winding Oaks Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2025/2026, on **August 11, 2025, at 2:30 p.m., and at Belleview Community Center, 5615 SE 110th Place, Belleview, Florida 34420**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Ernesto Torres
District Manager

EXHIBIT A
Summary of O&M Assessments

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$174,981.28** in gross revenue. The O&M Assessments will only be imposed on lots that have previously been platted and sold by the developer to third parties, including lots sold during the Fiscal Year 2025/2026, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total Units	Equivalent Assessment Unit Factor (Operations)	Annual O&M Assessment	Annual Debt Assessment	TOTAL Assessment
Villa/Duplex	34	0.60	\$464.14	\$1,124.83	\$1,588.97
SF 40'	87	0.80	\$618.86	\$1,199.81	1,818.67
SF 50'	117	1.00	\$773.57	\$1,499.76	2,273.33
SF 60'	16	1.20	\$928.28	\$1,779.72	2,728.00
Total	254				

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2025-06

[FY 2026 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT 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.

WHEREAS, the Winding Oaks Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT. The District's Board hereby authorizes a funding agreement for the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- i. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to platted and sold lots (as set forth in **Exhibits "A" and "B"**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2025/2026 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2025/2026. Instead, any additional costs of the District's Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer.

- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same

manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. Direct Bill Assessments. If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2026.
- ii. Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii.* In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be

delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**WINDING OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

WINDING OAKS

COMMUNITY DEVELOPMENT DISTRICT

5

FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this 11th day of August, 2025, by and between:

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

KL Winding Oaks, LLC, a limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2026 ("**FY 2026 Budget**"), which begins on October 1, 2025 and ends on September 30, 2026, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2026 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2026 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

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

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

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

and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, 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.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

9. **ARM'S LENGTH.** 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 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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

KL WINDING OAKS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A: FY 2026 Budget

WINDING OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-04

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

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

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

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

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

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

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

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of August, 2025.

ATTEST:

**WINDING OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Bellevue Community Center, 5615 SE 110th Place, Bellevue, Florida 34420</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2025	Regular Meeting	10:00 AM
November 10, 2025	Regular Meeting	10:00 AM
December 8, 2025	Regular Meeting	10:00 AM
January 12, 2026	Regular Meeting	10:00 AM
February 9, 2026	Regular Meeting	10:00 AM
March 9, 2026	Regular Meeting	10:00 AM
April 13, 2026	Regular Meeting	10:00 AM
May 11, 2026	Regular Meeting	10:00 AM
June 8, 2026	Regular Meeting	10:00 AM
July 13, 2026	Regular Meeting	10:00 AM
August 10, 2026	Regular Meeting	10:00 AM
September 14, 2026	Regular Meeting	10:00 AM

WINDING OAKS

COMMUNITY DEVELOPMENT DISTRICT

7

This instrument was prepared by:

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

**INTERLOCAL AGREEMENT
REGARDING STORMWATER POND MAINTENANCE**

This *Interlocal Agreement regarding Stormwater Pond Maintenance* ("**Agreement**") is entered into by and between MARION COUNTY, FLORIDA, a political subdivision of the State of Florida ("**County**") and WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Section of the _____ between the project developer and the County approved by the Marion County Board of County Commissioners _____, 20__, the District, as the assignee of the project developer, is required to operate and maintain certain stormwater pond improvements identified in **Exhibit A** (together, "**Stormwater System**"); and

WHEREAS, the County and District desire to enter into this Agreement in order for the District to undertake the obligations related to such operation and maintenance responsibilities;

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

1. **District Responsibilities**. At the District's sole cost and expense (except as provided for in Section 2 below), the District shall have the perpetual right and obligation to acquire and/or construct/install, operate, maintain, repair and replace the stormwater ponds and related improvements (together, "**Improvements**") located within _____ as identified in the plat entitled Winding Oaks Residential Phase 3A, recorded in the public records of Marion County, Florida at Plat Book ___, Page ___, and within _____ as identified in the plat entitled Winding Oaks Residential Phase 4A, recorded in the public records of Marion County, Florida at Plat Book ___, Page _____. The parties acknowledge that the District's funding is subject to annual appropriations, and that the District agrees to make reasonable attempts to levy and collect sufficient special assessments to fund the expenses necessary for the District to fulfill its obligations hereunder.

THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, FLORIDA STATUTES, ET SEQ., IS APPLICABLE TO

THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY UNILATERALLY RENEW THIS AGREEMENT BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, *FLORIDA STATUTES*.

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 the CDD and the County, and recorded in the Public Records of Marion County, Florida.

2. **Catastrophic Occurrences.** In the event of a catastrophic occurrence with respect to the Stormwater System (for the purposes of this paragraph, "catastrophic occurrence" shall be deemed to be the occurrence of a sinkhole or some other geotechnical occurrence causing the stormwater retention capability of the Stormwater System to cease to exist or to be materially impaired as to functionality):

- a. The District shall solicit proposals to repair the catastrophic occurrence from at least three (3) contractors who are capable of performing such work and, shall obtain a minimum of two (2) quotes, and shall submit them to County for approval, unless the County Administrator determines that there is insufficient time to repair the catastrophic occurrence to follow such process in which event the District may retain a contractor in its reasonable discretion.
- b. During the corrective work, County shall be permitted to inspect the work.
- c. The District shall complete all required repairs and shall submit to County documentation reasonable sufficient to establish the amount of the repairs and that the District has paid such costs.
- d. The cost of the repair of any such catastrophic occurrence shall be borne by the District and County on a pro-rated basis, based upon their prorated capacity usage rights of the Stormwater System. The parties agree that the County's prorated capacity usage rights is 35% of the Phase 3 pond (DRA-3-00) and 33% of the Phase 4 pond (DRA-4-02). If the Stormwater System is not constructed as currently designed, or is hereafter modified, the District and County shall determine the revised prorated capacity usage.
- e. In this event, the District shall complete all required repairs subject to review and approval by County and District and invoice County for reimbursement of County's pro rata share of reasonable out-of-pocket costs incurred by the District.
- f. The parties agree that the County has the right to perform emergency maintenance on the Improvements in the event of a local, state, or federal state of emergency wherein the declaration of emergency includes the lands within the District, or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk.

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

4. **Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the County or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or her individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

5. **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the County:

If to the District:

Winding Oaks Community Development District
2300 Glades Road, 410W
Boca Raton, Florida 32746
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Marion County, Florida.

7. **Assignment and Binding Effect.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

8. **Amendments.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

9. **Filing.** After approval of this Agreement by the respective governing bodies of the County and this District, and its execution by the duly qualified and authorized officers of each of the parties, the

District shall cause this Agreement to be filed with the Clerk of the Circuit Court, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

10. **Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

11. **Effective Date.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ and on behalf of _____. He ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as Chairperson of the Winding Oaks Community Development District, on its behalf. He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

WINDING OAKS

COMMUNITY DEVELOPMENT DISTRICT

8

WINDING OAKS 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: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent 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 and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

**WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Winding Oaks Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of October 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of October 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **5**
- (B) Identify Acquisition Agreement, if applicable; *Acquisition Agreement, dated November 1, 2024*
- (C) Name of Payee: *KL Winding Oaks, LLC*
- (D) Amount Payable: *\$15,080.43 (remaining balance 5/22/2025)*

Note that the amount of this requisition is equal to the balance of the Series 2024 Acquisition and Construction Account. That said, the Acquisition of Improvements are in the greater amount of \$2,737,206.00. To the extent that additional monies are released into the Series 2024 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the Acquisition of Improvements up to the full amount of \$2,737,206.00.

- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for the following improvements:**

Acquisition of partial progress for Phase 3 Clearing and Demo (Pay Apps #7-8)	\$12,393.51
Acquisition of partial progress for Phase 4 MG/4A Infrastructure (Pay Apps #6-8)	\$2,724,812.49
TOTAL:	\$2,737,206.00

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and

4. each disbursement represents a Cost of the 2024 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

**WINDING OAKS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 5/22/25

**CONSULTING ENGINEER'S APPROVAL
FOR NON-COST OF ISSUANCE ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

5/22/2025
Stewart L. Hill, P.E.
FL REGISTRATION #79410
KIMLEY-HORN AND ASSOC., INC.
REGISTRY #35106

WIRE TRANSFER INSTRUCTIONS

**WELLS FARGO BANK N.A.
420 Montgomery
San Francisco, CA 94104**

ABA #121000248

**FOR CREDIT TO:
KL WINDING OAKS LLC**

ACCOUNT #4942539735

****IMPORTANT****

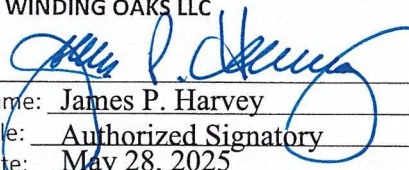
**Must call 561-682-9500 ext. 227
To verify instructions before sending a wire.**

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE 3 CLEARING & DEMO PROJECT]

Payment Applications #7-8 (together, "Pay Application")	Total Pay Application Amount: \$12,956.10	CDD Eligible Amount: \$12,393.51
Developer: KL Winding Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated July 16, 2024 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated May 2024, as may be supplemented from time to time (together, "Engineer's Report")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated November 1, 2024.

KL WINDING OAKS LLC


Name: James P. Harvey

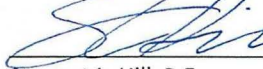
Title: Authorized Signatory

Date: May 28, 2025

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that to the best of Engineer's knowledge and belief: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) based on Engineer's observations, the CDD Work was conducted in general conformance with the design specifications, and the District Engineer is not aware of any defects in the CDD Work, notwithstanding the foregoing, the District Engineer does not guarantee contractor's performance and assumes no responsibility for contractor's failure to perform in accordance with the Contract; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount ("CDD Costs") is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work, notwithstanding the foregoing, because the District Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or market conditions, any opinions rendered as to CDD Costs, are made on the basis of District Engineer's experience and its judgment as an experienced and qualified professional, familiar with the industry; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

KIMLEY-HORN AND ASSOCIATES, INC.



Stewart L. Hill, P.E.

Florida Registration #79410

Registry #35106

Kimley-Horn and Associates, Inc.

1700 SE 17th Street, Suite 200

Ocala, Florida 34471

Date: 5/20/2025

Exhibit A: Payment Applications, with District Items Identified

Exhibit B: Contractor Partial Release for Payment Applications

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT – PHASE 3 CLEARING & DEMO PROJECT]

Payment Applications #7-8
(together, “Pay Application”)

Total Pay Application Amount:
\$12,956.10

CDD Eligible Amount:
\$12,393.53

Contractor: Hughes Brothers Construction Inc.
(“Contractor”)

Site Work Contract: *Contractor Agreement*,
dated July 16, 2024 (“Contract”)

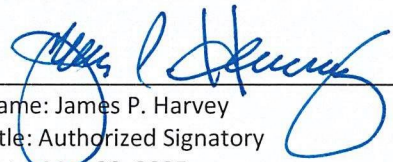
THIS BILL OF SALE is made to be effective as of the 28th day of May, 2025, by and between **KL Winding Oaks LLC**, a Delaware limited liability company (“Grantor”), whose address is c/o: 105 NE 1st Street, Delray Beach, FL 33444 and **Winding Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“District” or “Grantee”) whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

Signed, sealed and delivered by:

KL WINDING OAKS LLC



Name: James P. Harvey
Title: Authorized Signatory
Date: May 28, 2025

Exhibit A: Pay Application, with District Items Identified

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 12,308.20,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through January 31st, 2025,
to KL Winding Oaks LLC,
on the job of Winding Oaks Phase 3 Clearing & Demo,

to the following property:

Winding Oaks Phase 3 Clearing & Demo Parcel No: 35512-001-00 & 35512-001-01 Section 9 Twp 16S
Rg 21E As Recorded in OR Book 8380 Pages 313-320 Is Herein Incorporated By this Reference (See
Attached Legal) Marion Co FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the
date specified.

Dated on: January 24, 20 25.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

Title: President

STATE OF Florida

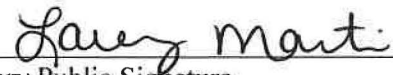
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 24th day of
January, 20 25 by Chad Hughes, President of
HBC, Inc., on behalf of the corporation. He (she) is ☒ personally known to me
or ☐ has produced _____ as identification.

(NOTARY SEAL)



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida


Notary Public Signature

(Name typed, printed or stamped)
My Commission Expires: 6/26/28

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KL Winding Oaks LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT:
WINDING OAKS PH 3 CLEARING/DEMO
2024-134
KOLTER PO #: 3101

APPLICATION NO.: 7
APPLICATION DATE: 1/24/2025
PAY PERIOD: 1/1/25 - 1/31/25
CONTRACT DATE: 7/16/2024

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Kimley Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
352-438-3000

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM		\$ 540,475.00
2. Net change by Change Orders (1 Total to Date)		\$ 31,948.80
3. Contract Sum To Date (line 1+2)		\$ 572,423.80
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)		\$ 572,423.80
5. RETAINAGE:		
a. 5% of completed work		\$ 28,621.19
b. Retainage released to date		\$ 27,973.29
c. Net retainage held to date		\$ 647.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 571,775.90
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 559,467.70
8. CURRENT PAYMENT DUE		\$ 12,308.20
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 647.90	

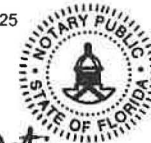
CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	31,948.80	
Total approved this month		
TOTALS	31,948.80	-
NET CHANGES by Change Order		31,948.80

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: [Signature] Date: 1/24/25
Project Manager

State of : FLORIDA
County of : SUMTER
Subscribed and sworn to before me
this 24 day of January 2025



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida

Notary Public : Lacey Martin
My Commission expires : 6/26/28

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer : _____ By: _____ Date: _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	GENERAL CONDITIONS											
1000	Mobilization	1.00	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	0	\$ -	1	\$ 4,500.00	100.00%
1010	Survey Layout	1.00	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0.000	\$ -	1	\$ 18,000.00	100.00%
1030	NPDES Monitoring	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.75	\$ 5,625.00	0.25	\$ 1,875.00	1	\$ 7,500.00	100.00%
1040	Silt Fence	10,635.00	LF	\$ 2.00	\$ 21,270.00	10635	\$ 21,270.00	0	\$ -	10635	\$ 21,270.00	100.00%
1050	Tree Protection	1.00	LS	\$ 48,000.00	\$ 48,000.00	1	\$ 48,000.00	0	\$ -	1	\$ 48,000.00	100.00%
1070	Construction Entrance	1.00	EA	\$ 5,400.00	\$ 5,400.00	1	\$ 5,400.00	0	\$ -	1	\$ 5,400.00	100.00%
1090	TOTAL GENERAL CONDITIONS				\$ 104,670.00		\$ 102,795.00		\$ 1,875.00		\$ 104,670.00	
	EARTHWORK											
1100	Demolition	1.00	LS	\$ 210,355.00	\$ 210,355.00	0.969	\$ 203,834.00	0.031	\$ 6,521.01	1	\$ 210,355.00	100.00%
1110	Clearing & Grubbing	135.00	AC	\$ 1,670.00	\$ 225,450.00	135	\$ 225,450.00	0	\$ -	135	\$ 225,450.00	100.00%
1190	TOTAL EARTHWORK				\$ 435,805.00		\$ 429,284.00		\$ 6,521.01		\$ 435,805.00	
	TOTAL WINDING OAKS PH 3				\$ 540,475.00		\$ 532,079.00		\$ 8,396.01		\$ 540,475.00	
	CHANGE ORDERS											
	CHANGE ORDER #1											
	GENERAL CONDITIONS											
New	4" Well #1 Abandonment	1.00	LS	\$ 2,400.00	\$ 2,400.00	0	\$ -	1	\$ 2,400.00	1	\$ 2,400.00	100.00%
New	4" Well #2 Abandonment	1.00	LS	\$ 2,160.00	\$ 2,160.00	0	\$ -	1	\$ 2,160.00	1	\$ 2,160.00	100.00%
New	Asbestos Inspection	1.00	LS	\$ 1,962.00	\$ 1,962.00	1	\$ 1,962.00	0	\$ -	1	\$ 1,962.00	100.00%
New	Grid Digging 349 Excavator w/ GPS w/ Operator	40.00	HR	\$ 467.79	\$ 18,711.60	40	\$ 18,711.60	0	\$ -	40	\$ 18,711.60	100.00%
New	Grid Digging 930K Loader w/ Operator	40.00	HR	\$ 167.88	\$ 6,715.20	40	\$ 6,715.20	0	\$ -	40	\$ 6,715.20	100.00%
	TOTAL CHANGE ORDER #1				\$ 31,948.80		\$ 27,388.80		\$ 4,560.00		\$ 31,948.80	
	TOTAL CHANGE ORDERS				\$ 31,948.80		\$ 27,388.80		\$ 4,560.00		\$ 31,948.80	
	GRAND TOTAL WINDING OAKS PH 3				\$ 572,423.80		\$ 559,467.80		\$ 12,956.01		\$ 572,423.80	

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 647.90 (retainage),
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through January 31st, 2025,

to KL Winding Oaks LLC,

on the job of Winding Oaks Phase 3 Clearing & Demo,

to the following property:

Winding Oaks Phase 3 Clearing & Demo Parcel No: 35512-001-00 & 35512-001-01 Section 9 Twp 16S
Rg 21E As Recorded in OR Book 8380 Pages 313-320 Is Herein Incorporated By this Reference (See
Attached Legal) Marion Co FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the
date specified.

Dated on: January 24, 20 25.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

Title: President

STATE OF Florida

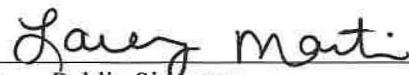
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 24th day of
January, 2025 by Chad Hughes, president of
HBC, Inc., on behalf of the corporation. He (she) is ☒ personally known to me
or ☐ has produced _____ as identification.

(NOTARY SEAL)



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida


Notary Public Signature

(Name typed, printed or stamped)
My Commission Expires: 6/26/28

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KL Winding Oaks LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT:
WINDING OAKS PH 3 CLEARING/DEMO
2024-134
KOLTER PO #: 3101

APPLICATION NO.: 8
APPLICATION DATE: 1/24/2025
PAY PERIOD: 1/1/25 - 1/31/25
CONTRACT DATE: 7/16/2024

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Kimley Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
352-438-3000

RETAINAGE

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 540,475.00
2. Net change by Change Orders (1 Total to Date)	\$ 31,948.80
3. Contract Sum To Date (line 1+2)	\$ 572,423.80
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 572,423.80
5. RETAINAGE:	
a. 5% of completed work	\$ 28,621.19
b. Retainage released to date	\$ 28,621.19
c. Net retainage held to date	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 572,423.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 571,775.90
8. CURRENT PAYMENT DUE	\$ 647.90
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	31,948.80	
Total approved this month		
TOTALS	31,948.80	-
NET CHANGES by Change Order		31,948.80

CDD eligible:
\$619.70

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: [Signature] Date: 1/24/25
Project Manager

State of : FLORIDA
County of : SUMTER
Subscribed and sworn to before me
this 24 day of January 2025



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida

Notary Public : [Signature]
My Commission expires : 6/26/28

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.
AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified)
Engineer : _____
By: _____ Date: _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	GENERAL CONDITIONS											
1000	Mobilization	1.00	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	0	\$ -	1	\$ 4,500.00	100.00%
1010	Survey Layout	1.00	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	1	\$ 18,000.00	100.00%
1030	NPDES Monitoring	1.00	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	100.00%
1040	Silt Fence	10,635.00	LF	\$ 2.00	\$ 21,270.00	10635	\$ 21,270.00	0	\$ -	10635	\$ 21,270.00	100.00%
1050	Tree Protection	1.00	LS	\$ 48,000.00	\$ 48,000.00	1	\$ 48,000.00	0	\$ -	1	\$ 48,000.00	100.00%
1070	Construction Entrance	1.00	EA	\$ 5,400.00	\$ 5,400.00	1	\$ 5,400.00	0	\$ -	1	\$ 5,400.00	100.00%
1090	TOTAL GENERAL CONDITIONS				\$ 104,670.00		\$ 104,670.00		\$ -		\$ 104,670.00	
	EARTHWORK											
1100	Demolition	1.00	LS	\$ 210,355.00	\$ 210,355.00	1	\$ 210,355.00	0	\$ -	1	\$ 210,355.00	100.00%
1110	Clearing & Grubbing	135.00	AC	\$ 1,670.00	\$ 225,450.00	135	\$ 225,450.00	0	\$ -	135	\$ 225,450.00	100.00%
1190	TOTAL EARTHWORK				\$ 435,805.00		\$ 435,805.00		\$ -		\$ 435,805.00	
	TOTAL WINDING OAKS PH 3				\$ 540,475.00		\$ 540,475.00		\$ -		\$ 540,475.00	
	CHANGE ORDERS											
	CHANGE ORDER #1											
	GENERAL CONDITIONS											
New	4" Well #1 Abandonment	1.00	LS	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00	0	\$ -	1	\$ 2,400.00	100.00%
New	4" Well #2 Abandonment	1.00	LS	\$ 2,160.00	\$ 2,160.00	1	\$ 2,160.00	0	\$ -	1	\$ 2,160.00	100.00%
New	Asbestos Inspection	1.00	LS	\$ 1,962.00	\$ 1,962.00	1	\$ 1,962.00	0	\$ -	1	\$ 1,962.00	100.00%
New	Grid Digging 349 Excavator w/ GPS w/ Operator	40.00	HR	\$ 467.79	\$ 18,711.60	40	\$ 18,711.60	0	\$ -	40	\$ 18,711.60	100.00%
New	Grid Digging 930K Loader w/ Operator	40.00	HR	\$ 167.88	\$ 6,715.20	40	\$ 6,715.20	0	\$ -	40	\$ 6,715.20	100.00%
	TOTAL CHANGE ORDER #1				\$ 31,948.80		\$ 31,948.80		\$ -		\$ 31,948.80	
	TOTAL CHANGE ORDERS				\$ 31,948.80		\$ 31,948.80		\$ -		\$ 31,948.80	
	GRAND TOTAL WINDING OAKS PH 3				\$ 672,423.80		\$ 672,423.80		\$ -		\$ 672,423.80	

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE 4 MASS GRADING &
PHASE 4A INFRASTRUCTURE PROJECT]

Payment Applications #6-8 (together, "Pay Application")	Total Pay Application Amount: \$2,788,820.87	CDD Eligible Amount: \$2,724,812.49
Developer: KL Winding Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated July 16, 2024 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated May 2024, as may be supplemented from time to time (together, "Engineer's Report")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated November 1, 2024.

KL WINDING OAKS LLC

Name: James P. Harvey

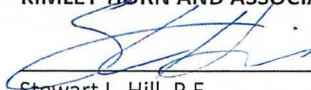
Title: Authorized Signatory

Date: May 28, 2025

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that to the best of Engineer's knowledge and belief: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) based on Engineer's observations, the CDD Work was conducted in general conformance with the design specifications, and the District Engineer is not aware of any defects in the CDD Work, notwithstanding the foregoing, the District Engineer does not guarantee contractor's performance and assumes no responsibility for contractor's failure to perform in accordance with the Contract; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount ("CDD Costs") is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work, notwithstanding the foregoing, because the District Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or market conditions, any opinions rendered as to CDD Costs, are made on the basis of District Engineer's experience and its judgment as an experienced and qualified professional, familiar with the industry; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

KIMLEY-HORN AND ASSOCIATES, INC.



Stewart L. Hill, P.E.

Florida Registration #79410

Registry #35106

Kimley-Horn and Associates, Inc.

1700 SE 17th Street, Suite 200

Ocala, Florida 34471

Date: 5/20/2025

Exhibit A: Payment Applications, with District Items Identified

Exhibit B: Contractor Partial Release for Payment Applications

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT – PHASE 4 MASS GRADING & PHASE 4A INFRASTRUCTURE PROJECT]

Payment Applications #6-8
(together, "Pay Application")

Total Pay Application Amount:
\$2,788,820.87

CDD Eligible Amount:
\$2,735,635.23

Contractor: Hughes Brothers Construction Inc.
(**"Contractor"**)

Site Work Contract: *Contractor Agreement*,
dated July 16, 2024 (**"Contract"**)

THIS BILL OF SALE is made to be effective as of the 28th day of May, 2025, by and between **KL Winding Oaks LLC**, a Delaware limited liability company (**"Grantor"**), whose address is c/o: 105 NE 1st Street, Delray Beach, FL 33444 and **Winding Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (**"District"** or **"Grantee"**) whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

Signed, sealed and delivered by:

KL WINDING OAKS LLC

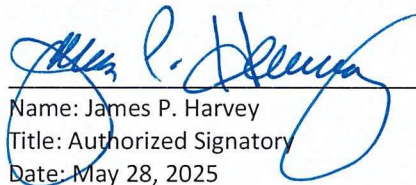

Name: James P. Harvey
Title: Authorized Signatory
Date: May 28, 2025

Exhibit A: Pay Applications, with District Items Identified

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 859,613.16,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through January 31st, 2025,

to KL Winding Oaks LLC,

on the job of Winding Oaks Phase 4 Mass Grading with 4A Infrastructure,

to the following property:

Winding Oaks Phase 4 Mass Grading with 4A Infrastructure Parcel No: 35512-001-00 & 35512-001-01
Section 9 Twp 16S Rg 21E As Recorded in OR Book 8380 Pages 313-320 Is Herein Incorporated By this
Reference (See Attached Legal) Marion Co FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the
date specified.

Dated on: January 24, 20 25.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

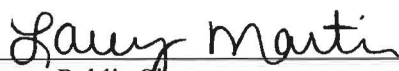
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 24th day of
January, 20 25 by Chad Hughes, president of
HBC, Inc, on behalf of the corporation. He (she) is ☒ personally known to me
or ☐ has produced _____ as identification.

(NOTARY SEAL)


Notary Public Signature



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida

(Name typed, printed or stamped)
My Commission Expires: 6/26/28

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KL Winding Oaks LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT:
WINDING OAKS PH 4 MG W/ 4A INFRASTRUCTURE
2024-091-3
KOLTER PO #: 3103

APPLICATION NO.: 6
APPLICATION DATE: 1/24/2025
PAY PERIOD: 1/1/25 - 1/31/25
CONTRACT DATE: 7/16/2024

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Kimley Horn & Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
352-438-3000

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM		\$ 7,150,827.75
2. Net change by Change Orders (4 Total to Date)		\$ 1,498,084.20
3. Contract Sum To Date (line 1+2)		\$ 8,648,911.95
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)		\$ 5,310,875.09
5. RETAINAGE:		
a. 5% of completed work		\$ 265,543.75
b. Retainage released to date		\$ -
c. Net retainage held to date		\$ 265,543.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 5,045,331.34
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 4,185,718.18
8. CURRENT PAYMENT DUE		\$ 859,613.16
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 3,603,580.61	

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	1,308,482.90	
Total approved this month	189,601.30	
TOTALS	1,498,084.20	-
NET CHANGES by Change Order		1,498,084.20

CDD Eligible Amount
less retainage
\$850,499.43

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

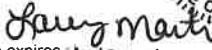
CONTRACTOR: Hughes Brothers Construction, Inc.

By:  Date: 1/24/25
Project Manager

State of : FLORIDA
County of : SUMTER
Subscribed and sworn to before me
this 24 day of January 2025



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida

Notary Public : 
My Commission expires: 6/26/28

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.
AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer : _____
By: _____ Date: _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	GENERAL CONDITIONS											
1000	Mobilization	1.00	LS	\$ 14,500.00	\$ 14,500.00	0.5	\$ 7,250.00	0.1	\$ 1,450.00	0.6	\$ 8,700.00	60.00%
1010	Survey Layout	1.00	LS	\$ 90,000.00	\$ 90,000.00	0.4596	\$ 41,365.80	0.328	\$ 29,520.00	0.78762	\$ 70,885.80	78.76%
1020	As-Builts	1.00	LS	\$ 36,000.00	\$ 36,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring	1.00	LS	\$ 14,400.00	\$ 14,400.00	0.38	\$ 5,472.00	0.07	\$ 1,008.00	0.45	\$ 6,480.00	45.00%
1040	Silt Fence	9,630.00	LF	\$ 2.00	\$ 19,260.00	9630	\$ 19,260.00	0	\$ -	9630	\$ 19,260.00	100.00%
1050	Tree Protection	2,740.00	LF	\$ 9.00	\$ 24,660.00	2740	\$ 24,660.00	0	\$ -	2740	\$ 24,660.00	100.00%
1060	Inlet Protection	50.00	EA	\$ 135.00	\$ 6,750.00	12	\$ 1,620.00	0	\$ -	12	\$ 1,620.00	24.00%
1070	Construction Entrance	2.00	EA	\$ 5,400.00	\$ 10,800.00	2	\$ 10,800.00	0	\$ -	2	\$ 10,800.00	100.00%
1090	TOTAL GENERAL CONDITIONS				\$ 216,370.00		\$ 110,427.80		\$ 31,978.00		\$ 142,405.80	
	EARTHWORK											
1100	Demolition	1.00	LS	\$ 248,165.00	\$ 248,165.00	0.951	\$ 236,004.92	0.049	\$ 12,160.09	1	\$ 248,165.00	100.00%
1110	Clearing & Grubbing	93.00	AC	\$ 1,670.00	\$ 155,310.00	93	\$ 155,310.00	0	\$ -	93	\$ 155,310.00	100.00%
1120	Site Excavation (Cut/Fill/Balance)	282,105.00	CY	\$ 3.55	\$ 1,001,472.75	282105	\$ 1,001,472.75	0	\$ -	282105	\$ 1,001,472.75	100.00%
1140	Fine Grade ROW	14,745.00	SY	\$ 0.70	\$ 10,321.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Fine Grade Disturbed Areas	46,600.00	SY	\$ 0.70	\$ 32,620.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Fine Grade Lots	84,415.00	SY	\$ 0.70	\$ 59,090.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	Fine Grade DRA	24,010.00	SY	\$ 0.75	\$ 18,007.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1180	Fine Grade Slopes & Swales	22,010.00	SY	\$ 0.75	\$ 16,507.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	TOTAL EARTHWORK				\$ 1,541,494.75		\$ 1,392,787.67		\$ 12,160.09		\$ 1,404,947.75	
	GRASSING											
1200	Sod ROW	14,745.00	SY	\$ 3.90	\$ 57,505.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1210	Sod DRA Sideslopes, Slopes & Swales	102,745.00	SY	\$ 3.90	\$ 400,705.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1220	Seed Lots and Disturbed Areas	131,015.00	SY	\$ 0.40	\$ 52,406.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	TOTAL GRASSING				\$ 510,617.00		\$ -		\$ -		\$ -	
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	13,565.00	SY	\$ 16.65	\$ 225,857.25	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	8" Limerock Base	13,565.00	SY	\$ 19.80	\$ 268,587.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1280	12" Stabilized Subgrade	17,635.00	SY	\$ 9.55	\$ 168,414.25	0	\$ -	1943	\$ 18,555.65	1943	\$ 18,555.65	11.02%
1290	ADA Handicap Ramp	18.00	EA	\$ 1,500.00	\$ 27,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1300	Type A Curb	370.00	LF	\$ 24.05	\$ 8,898.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1310	Type A Curb Handwork	300.00	LF	\$ 42.00	\$ 12,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1320	Type F Curb	1,480.00	LF	\$ 26.25	\$ 38,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1330	Type D Curb	460.00	LF	\$ 22.65	\$ 10,419.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1340	Type D Curb Handwork	115.00	LF	\$ 42.00	\$ 4,830.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1350	Miami Curb	9,210.00	LF	\$ 23.40	\$ 215,514.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1370	Sidewalk	11,855.00	SF	\$ 8.30	\$ 98,396.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	Pavers	3,000.00	SF	\$ 11.25	\$ 33,750.00	0	\$ -	0	\$ -	0	\$ -	0.00%

CDD eligible:
\$22,384.60

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1390	Signage & Striping	1.00	LS	\$ 21,600.00	\$ 21,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	TOTAL ROADWAY				\$ 1,134,716.50		\$ -		\$ 18,555.65		\$ 18,555.65	
	RETAINING WALL											
1410	Retaining Wall	12,635.00	SF	\$ 33.10	\$ 418,218.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1420	Handrails	3,515.00	LF	\$ 62.05	\$ 218,105.75	0	\$ -	0	\$ -	0	\$ -	0.00%
1430	TOTAL RETAINING WALL				\$ 636,324.25		\$ -		\$ -		\$ -	
	STORM											
1440	Connect to Existing	1.00	EA	\$ 2,110.00	\$ 2,110.00	1	\$ 2,110.00	0	\$ -	1	\$ 2,110.00	100.00%
1450	18" RCP	595.00	LF	\$ 59.85	\$ 35,610.75	595	\$ 35,610.75	0	\$ -	595	\$ 35,610.75	100.00%
1460	24" RCP	740.00	LF	\$ 80.95	\$ 59,903.00	740	\$ 59,903.00	0	\$ -	740	\$ 59,903.00	100.00%
1470	30" RCP	600.00	LF	\$ 104.25	\$ 62,550.00	600	\$ 62,550.00	0	\$ -	600	\$ 62,550.00	100.00%
1480	36" RCP	40.00	LF	\$ 134.35	\$ 5,374.00	40	\$ 5,374.00	0	\$ -	40	\$ 5,374.00	100.00%
1490	18" HP	2,710.00	LF	\$ 52.55	\$ 142,410.50	2710	\$ 142,410.50	0	\$ -	2710	\$ 142,410.50	100.00%
1500	24" HP	1,460.00	LF	\$ 76.10	\$ 111,106.00	1460	\$ 111,106.00	0	\$ -	1460	\$ 111,106.00	100.00%
1510	30" HP	360.00	LF	\$ 109.55	\$ 39,438.00	360	\$ 39,438.00	0	\$ -	360	\$ 39,438.00	100.00%
1520	36" HP	540.00	LF	\$ 123.85	\$ 66,879.00	540	\$ 66,879.00	0	\$ -	540	\$ 66,879.00	100.00%
1530	42" HP	240.00	LF	\$ 166.10	\$ 39,864.00	240	\$ 39,864.00	0	\$ -	240	\$ 39,864.00	100.00%
1540	18" MES	7.00	EA	\$ 1,315.00	\$ 9,205.00	7	\$ 9,205.00	0	\$ -	7	\$ 9,205.00	100.00%
1550	24" MES	8.00	EA	\$ 1,460.00	\$ 11,680.00	8	\$ 11,680.00	0	\$ -	8	\$ 11,680.00	100.00%
1560	30" MES	5.00	EA	\$ 2,330.00	\$ 11,650.00	5	\$ 11,650.00	0	\$ -	5	\$ 11,650.00	100.00%
1570	36" MES	1.00	EA	\$ 2,735.00	\$ 2,735.00	1	\$ 2,735.00	0	\$ -	1	\$ 2,735.00	100.00%
1580	Type P-6 Curb Inlet	8.00	EA	\$ 7,430.00	\$ 59,440.00	3.537	\$ 26,279.91	0	\$ -	3.537	\$ 26,279.91	44.21%
1590	Type VGI-4' ID Inlet	32.00	EA	\$ 4,945.00	\$ 158,240.00	25.53	\$ 126,245.85	0	\$ -	25.53	\$ 126,245.85	79.78%
1600	Type VGI-5' ID Inlet	6.00	EA	\$ 6,770.00	\$ 40,620.00	5.11	\$ 34,594.70	0	\$ -	5.11	\$ 34,594.70	85.17%
1610	Type VGI-5X5' ID Inlet	1.00	EA	\$ 8,235.00	\$ 8,235.00	0.88	\$ 7,246.80	0	\$ -	0.88	\$ 7,246.80	88.00%
1620	Type VGI-6' ID Inlet	1.00	EA	\$ 9,945.00	\$ 9,945.00	0.9	\$ 8,950.50	0	\$ -	0.9	\$ 8,950.50	90.00%
1630	Type VGI-7' ID Inlet	1.00	EA	\$ 11,935.00	\$ 11,935.00	0.92	\$ 10,980.20	0	\$ -	0.92	\$ 10,980.20	92.00%
1640	Type C Inlet	1.00	EA	\$ 4,275.00	\$ 4,275.00	1	\$ 4,275.00	0	\$ -	1	\$ 4,275.00	100.00%
1660	Type P Manhole	8.00	EA	\$ 3,825.00	\$ 30,600.00	7.2	\$ 27,540.00	0	\$ -	7.2	\$ 27,540.00	90.00%
1670	Type J Manhole	4.00	EA	\$ 7,175.00	\$ 28,700.00	3.6	\$ 25,830.00	0	\$ -	3.6	\$ 25,830.00	90.00%
1690	Rip Rap	235.00	SY	\$ 90.00	\$ 21,150.00	0	\$ -	235	\$ 21,150.00	235	\$ 21,150.00	100.00%
1700	Testing	7,285.00	LF	\$ 5.50	\$ 40,067.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1710	TOTAL STORM				\$ 1,013,722.75		\$ 872,458.21		\$ 21,150.00		\$ 893,608.21	
	SEWER											
1720	8" PVC Sewer Main (0-6')	180.00	LF	\$ 41.75	\$ 7,515.00	180	\$ 7,515.00	0	\$ -	180	\$ 7,515.00	100.00%
1730	8" PVC Sewer Main (6-8')	865.00	LF	\$ 44.75	\$ 38,708.75	865	\$ 38,708.75	0	\$ -	865	\$ 38,708.75	100.00%
1740	8" PVC Sewer Main (8-10')	1,285.00	LF	\$ 48.85	\$ 62,772.25	1285	\$ 62,772.25	0	\$ -	1285	\$ 62,772.25	100.00%
1750	8" PVC Sewer Main (10-12')	680.00	LF	\$ 54.55	\$ 37,094.00	680	\$ 37,094.00	0	\$ -	680	\$ 37,094.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1760	8" PVC Sewer Main (12-14')	980.00	LF	\$ 64.55	\$ 63,259.00	980	\$ 63,259.00	0	\$ -	980	\$ 63,259.00	100.00%
1770	8" PVC Sewer Main (14-16')	1,120.00	LF	\$ 74.25	\$ 83,160.00	1120	\$ 83,160.00	0	\$ -	1120	\$ 83,160.00	100.00%
1780	8" PVC Sewer Main (16-18')	620.00	LF	\$ 90.95	\$ 56,389.00	620	\$ 56,389.00	0	\$ -	620	\$ 56,389.00	100.00%
1790	8" PVC Sewer Main (18-20')	340.00	LF	\$ 99.85	\$ 33,949.00	340	\$ 33,949.00	0	\$ -	340	\$ 33,949.00	100.00%
1800	10" PVC Sewer Main (16-18')	50.00	LF	\$ 102.00	\$ 5,100.00	50	\$ 5,100.00	0	\$ -	50	\$ 5,100.00	100.00%
1810	Sanitary Manhole (0-6')	4.00	EA	\$ 4,825.00	\$ 19,300.00	3.6	\$ 17,370.00	0	\$ -	3.6	\$ 17,370.00	90.00%
1820	Sanitary Manhole (6-8')	2.00	EA	\$ 5,685.00	\$ 11,370.00	1.8	\$ 10,233.00	0	\$ -	1.8	\$ 10,233.00	90.00%
1830	Sanitary Manhole (8-10')	4.00	EA	\$ 6,455.00	\$ 25,820.00	3.6	\$ 23,238.00	0	\$ -	3.6	\$ 23,238.00	90.00%
1840	Sanitary Manhole (10-12')	3.00	EA	\$ 7,720.00	\$ 23,160.00	2.7	\$ 20,844.00	0	\$ -	2.7	\$ 20,844.00	90.00%
1850	Sanitary Manhole (12-14')	4.00	EA	\$ 11,245.00	\$ 44,980.00	3.6	\$ 40,482.00	0	\$ -	3.6	\$ 40,482.00	90.00%
1860	Sanitary Manhole (14-16')	2.00	EA	\$ 13,005.00	\$ 26,010.00	1.8	\$ 23,409.00	0	\$ -	1.8	\$ 23,409.00	90.00%
1870	Sanitary Manhole (16-18')	1.00	EA	\$ 14,975.00	\$ 14,975.00	0.9	\$ 13,477.50	0	\$ -	0.9	\$ 13,477.50	90.00%
1880	Sanitary Manhole (20-22')	1.00	EA	\$ 18,425.00	\$ 18,425.00	0.9	\$ 16,582.50	0	\$ -	0.9	\$ 16,582.50	90.00%
1890	Sanitary Manhole (14-16') - Lined	1.00	EA	\$ 23,495.00	\$ 23,495.00	0.9	\$ 21,145.50	0	\$ -	0.9	\$ 21,145.50	90.00%
1900	Sanitary Manhole (16-18') - Lined	2.00	EA	\$ 24,525.00	\$ 49,050.00	1.8	\$ 44,145.00	0	\$ -	1.8	\$ 44,145.00	90.00%
1910	Single Service Connection	172.00	EA	\$ 1,435.00	\$ 246,820.00	50	\$ 71,750.00	122	\$ 175,070.00	172	\$ 246,820.00	100.00%
1920	Testing	6,120.00	LF	\$ 5.50	\$ 33,660.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1930	TOTAL SEWER				\$ 925,012.00		\$ 690,623.50		\$ 175,070.00		\$ 865,693.50	
	LIFT STATION											
1940	Lift Station Package	1.00	LS	\$ 500,530.00	\$ 500,530.00	0.16	\$ 80,084.80	0.036	\$ 18,019.08	0.196	\$ 98,103.88	19.60%
1950	TOTAL LIFT STATION				\$ 500,530.00		\$ 80,084.80		\$ 18,019.08		\$ 98,103.88	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 1,685.00	\$ 1,685.00	0	\$ -	1	\$ 1,685.00	1	\$ 1,685.00	100.00%
1970	6" PVC Forcemain	1,460.00	LF	\$ 31.95	\$ 46,647.00	0	\$ -	1460	\$ 46,647.00	1460	\$ 46,647.00	100.00%
1980	6" Plug Valve	1.00	EA	\$ 2,651.00	\$ 2,651.00	0	\$ -	1	\$ 2,651.00	1	\$ 2,651.00	100.00%
1990	Fittings	1.00	LS	\$ 15,975.00	\$ 15,975.00	0	\$ -	1	\$ 15,975.00	1	\$ 15,975.00	100.00%
2000	Testing	1,460.00	LF	\$ 2.00	\$ 2,920.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2010	TOTAL FORCEMAIN				\$ 69,878.00		\$ -		\$ 66,958.00		\$ 66,958.00	
	WATERMAIN											
2020	Connect to Existing	1.00	EA	\$ 2,205.00	\$ 2,205.00	0	\$ -	1	\$ 2,205.00	1	\$ 2,205.00	100.00%
2030	8" PVC Watermain	5,175.00	LF	\$ 44.90	\$ 232,357.50	0	\$ -	5175	\$ 232,357.50	5175	\$ 232,357.50	100.00%
2040	12" PVC Watermain	450.00	LF	\$ 76.75	\$ 34,537.50	0	\$ -	450	\$ 34,537.50	450	\$ 34,537.50	100.00%
2050	8" Gate Valve	23.00	EA	\$ 2,640.00	\$ 60,720.00	0	\$ -	23	\$ 60,720.00	23	\$ 60,720.00	100.00%
2060	12" Gate Valve	2.00	EA	\$ 4,625.00	\$ 9,250.00	0	\$ -	2	\$ 9,250.00	2	\$ 9,250.00	100.00%
2070	Fittings	1.00	LS	\$ 41,140.00	\$ 41,140.00	0	\$ -	1	\$ 41,140.00	1	\$ 41,140.00	100.00%
2080	Fire Hydrant Assembly	11.00	EA	\$ 7,375.00	\$ 81,125.00	0	\$ -	11	\$ 81,125.00	11	\$ 81,125.00	100.00%
2090	Single Service Connection	8.00	EA	\$ 1,180.00	\$ 9,440.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2100	Double Service Connection	58.00	EA	\$ 1,520.00	\$ 88,160.00	0	\$ -	0	\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2110	Lift Station Water Service	1.00	EA	\$ 2,365.00	\$ 2,365.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2120	Sample Points	5.00	EA	\$ 885.00	\$ 4,425.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2140	Temporary Jumper Assembly	1.00	EA	\$ 2,270.00	\$ 2,270.00	0	\$ -	0.5	\$ 1,135.00	0.5	\$ 1,135.00	50.00%
2145	Temp Blow-Off Assy.	4.00	EA	\$ 2,495.00	\$ 9,980.00	0	\$ -	2	\$ 4,990.00	2	\$ 4,990.00	50.00%
2150	Testing	5,625.00	LF	\$ 4.30	\$ 24,187.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2160	TOTAL WATERMAIN				\$ 602,162.50		\$ -		\$ 467,460.00		\$ 467,460.00	
	TOTAL WINDING OAKS PH 4A				\$ 7,150,827.75		\$ 3,146,381.98		\$ 811,350.82		\$ 3,957,732.79	
	CHANGE ORDERS											
	CHANGE ORDER #1											
	GENERAL CONDITIONS											
New	6" Well #4 Abandonment	1.00	LS	\$ 5,462.50	\$ 5,462.50	0	\$ -	1	\$ 5,462.50	1	\$ 5,462.50	100.00%
New	Asbestos Inspection & Abatement	1.00	LS	\$ 16,254.00	\$ 16,254.00	1	\$ 16,254.00	0	\$ -	1	\$ 16,254.00	100.00%
New	Grid Digging Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	100.00%
New	Grid Digging 349 Excavator w/ GPS w/ Operator	40.00	HR	\$ 467.79	\$ 18,711.60	40	\$ 18,711.60	0	\$ -	40	\$ 18,711.60	100.00%
New	Grid Digging 930K Loader w/ Operator	40.00	HR	\$ 167.88	\$ 6,715.20	40	\$ 6,715.20	0	\$ -	40	\$ 6,715.20	100.00%
	TOTAL CHANGE ORDER #1				\$ 49,143.30		\$ 43,680.80		\$ 5,462.50		\$ 49,143.30	
	CHANGE ORDER #2											
	GENERAL CONDITIONS											
New	6" Well #6 Abandonment	1.00	LS	\$ 8,220.00	\$ 8,220.00	0	\$ -	1	\$ 8,220.00	1	\$ 8,220.00	100.00%
	SUBTOTAL GENERAL CONDITIONS				\$ 8,220.00		\$ -		\$ 8,220.00		\$ 8,220.00	
	ADDITIONAL EARTHWORK ONSITE											
1121	Strip Sand from Clay Areas	102,225.00	CY	\$ 3.55	\$ 362,898.75	102225	\$ 362,898.75	0	\$ -	102225	\$ 362,898.75	100.00%
1122	Additional Clay Excavation	38,105.00	CY	\$ 3.55	\$ 135,272.75	38105	\$ 135,272.75	0	\$ -	38105	\$ 135,272.75	100.00%
1123	Sand Cap Clay Areas	119,990.00	CY	\$ 3.55	\$ 425,964.50	119990	\$ 425,964.50	0	\$ -	119990	\$ 425,964.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK ONSITE				\$ 924,136.00		\$ 924,136.00		\$ -		\$ 924,136.00	
	ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)											
1124	Strip Sand from Pond DRA (4-01 / 4-02 / 4-03)	7,960.00	CY	\$ 3.55	\$ 28,258.00	7960	\$ 28,258.00	0	\$ -	7960	\$ 28,258.00	100.00%
1125	Additional Clay Excavation Pond DRA (4-01 / 4-02 / 4-03)	10,430.00	CY	\$ 3.55	\$ 37,026.50	10430	\$ 37,026.50	0	\$ -	10430	\$ 37,026.50	100.00%
1126	Sand Cap Pond DRA (4-01 / 4-02 / 4-03)	21,810.00	CY	\$ 3.55	\$ 77,425.50	21810	\$ 77,425.50	0	\$ -	21810	\$ 77,425.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)				\$ 142,710.00		\$ 142,710.00		\$ -		\$ 142,710.00	
	TOTAL CHANGE ORDER #2				\$ 1,075,066.00		\$ 1,066,846.00		\$ 8,220.00		\$ 1,075,066.00	
	CHANGE ORDER #3											
	EARTHWORK											

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1150	Fine Grade Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	146790	\$ 58,716.00	0	\$ -	146790	\$ 58,716.00	100.00%
	SUBTOTAL EARTHWORK				\$ 58,716.00		\$ 58,716.00		\$ -		\$ 58,716.00	
	GRASSING											
1220	Seed Lots and Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	33028	\$ 13,211.10	0	\$ -	33027.8	\$ 13,211.10	22.50%
	SUBTOTAL GRASSING				\$ 58,716.00		\$ 13,211.10		\$ -		\$ 13,211.10	
	MISCELLANEOUS											
	CONDUIT CROSSINGS											
New	Survey Layout & As-Builts	1.00	LS	\$ 8,900.00	\$ 8,900.00	0	\$ -	0.5	\$ 4,450.00	0.5	\$ 4,450.00	50.00%
New	2" Irrigation Crossing	80.00	LF	\$ 16.87	\$ 1,349.60	0	\$ -	80	\$ 1,349.60	80	\$ 1,349.60	100.00%
New	4" Irrigation Crossing	760.00	LF	\$ 19.96	\$ 15,169.60	0	\$ -	760	\$ 15,169.60	760	\$ 15,169.60	100.00%
New	3" OEU Crossing	460.00	LF	\$ 22.00	\$ 10,120.00	0	\$ -	460	\$ 10,120.00	460	\$ 10,120.00	100.00%
New	6" OEU Crossing	340.00	LF	\$ 35.23	\$ 11,978.20	0	\$ -	340	\$ 11,978.20	340	\$ 11,978.20	100.00%
New	4" Communications Crossing	660.00	LF	\$ 22.47	\$ 14,830.20	0	\$ -	345	\$ 7,752.15	345	\$ 7,752.15	52.27%
New	4" Owner Crossing	200.00	LF	\$ 22.47	\$ 4,494.00	0	\$ -	200	\$ 4,494.00	200	\$ 4,494.00	100.00%
	SUBTOTAL MISCELLANEOUS				\$ 66,841.60		\$ -		\$ 55,313.55		\$ 55,313.55	
	TOTAL CHANGE ORDER #3				\$ 184,273.60		\$ 71,927.10		\$ 55,313.55		\$ 127,240.65	
	CHANGE ORDER #4											
	ROADWAY											
1300	Type RA Curb	370.00	LF	\$ 27.60	\$ 10,212.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1300	Type A Curb	-370.00	LF	\$ 24.05	\$ (8,898.50)	0	\$ -	0	\$ -	0	\$ -	0.00%
1330	Type D Curb	295.00	LF	\$ 22.65	\$ 6,681.75	0	\$ -	0	\$ -	0	\$ -	0.00%
1340	Type D Curb (Handwork)	5.00	LF	\$ 42.00	\$ 210.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	12" Concrete Apron	3,255.00	SF	\$ 31.00	\$ 100,905.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	Pavers	-3,000.00	SF	\$ 11.25	\$ (33,750.00)	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	SUBTOTAL ROADWAY				\$ 75,360.25		\$ -		\$ -		\$ -	
	RETAINING WALL											
1410	Retaining Wall	-426.00	SF	\$ 33.10	\$ (14,100.60)	0	\$ -	0	\$ -	0	\$ -	0.00%
1420	Handrails	-187.00	LF	\$ 62.05	\$ (11,603.35)	0	\$ -	0	\$ -	0	\$ -	0.00%
1430	SUBTOTAL RETAINING WALL				\$ (25,703.95)		\$ -		\$ -		\$ -	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 300.00	\$ 300.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1965	12x6 Cut In	2.00	EA	\$ 8,495.00	\$ 16,990.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1970	6" PVC Forcemain	1,000.00	LF	\$ 31.95	\$ 31,950.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1975	6" Directional Drill (Fusible PVC)	130.00	LF	\$ 285.00	\$ 37,050.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1980	6" Plug Valve	5.00	EA	\$ 2,651.00	\$ 13,255.00	0	\$ -	0	\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1985	12" Plug Valve	1.00	EA	\$ 5,110.00	\$ 5,110.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1990	Fittings	1.00	LS	\$ 14,480.00	\$ 14,480.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1995	ARV Assy.	1.00	EA	\$ 18,810.00	\$ 18,810.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2000	Testing	1,000.00	LF	\$ 2.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2010	SUBTOTAL FORCEMAIN				\$ 139,945.00		\$ -		\$ -		\$ -	
	TOTAL CHANGE ORDER #4				\$ 189,601.30		\$ -		\$ -		\$ -	
	TOTAL CHANGE ORDERS				\$ 1,498,084.20		\$ 1,182,453.90		\$ 68,996.05		\$ 1,251,449.95	
	STORED MATERIALS											
	Storm Structures (October)	1.00	LS	\$ 188,432.40	\$ 188,432.40	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (October)	1.00	LS	\$ 145,157.15	\$ 145,157.15	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures & RCP (November)	1.00	LS	\$ 256,235.84	\$ 256,235.84	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (November)	1.00	LS	\$ 64,667.00	\$ 64,667.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Material (December)	1.00	LS	\$ 77,183.26	\$ 77,183.26	1	\$ 77,183.26	-1	\$ (77,183.26)	0	\$ -	0.00%
	Watermain Material (January)	1.00	LS	\$ 52,593.70	\$ 52,593.70	0	\$ -	1	\$ 52,593.70	1	\$ 52,593.70	100.00%
	Forcemain Material (January)	1.00	LS	\$ 49,098.65	\$ 49,098.65	0	\$ -	1	\$ 49,098.65	1	\$ 49,098.65	100.00%
	TOTAL STORED MATERIALS				\$ 833,368.00		\$ 77,183.26		\$ 24,509.09		\$ 101,692.35	
	GRAND TOTAL WINDING OAKS PH 4A				\$ 9,482,279.95		\$ 4,406,019.14		\$ 904,855.96		\$ 5,310,875.09	

CDD Eligible Amount:
\$895,262.56

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 1,290,221.23,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through February 28th, 2025,

to KL Winding Oaks LLC,

on the job of Winding Oaks Phase 4 Mass Grading with 4A Infrastructure,

to the following property:

Winding Oaks Phase 4 Mass Grading with 4A Infrastructure Parcel No: 35512-001-00 & 35512-001-01
Section 9 Twp 16S Rg 21E As Recorded in OR Book 8380 Pages 313-320 Is Herein Incorporated By this
Reference (See Attached Legal) Marion Co FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the
date specified.

Dated on: February 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

Title: President

STATE OF Florida

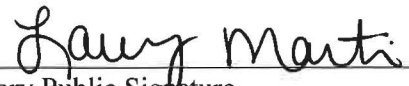
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25th day of
February 2025 by Chad Hughes, president of
HBC, Inc., on behalf of the corporation. He (she) is ☒ personally known to me
or ☐ has produced _____ as identification.

(NOTARY SEAL)



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida


Notary Public Signature

(Name typed, printed or stamped)
My Commission Expires: 6/26/28

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KL Winding Oaks LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT:
WINDING OAKS PH 4 MG W/ 4A INFRASTRUCTURE
2024-091-3
KOLTER PO #: 3103

APPLICATION NO.: 7
APPLICATION DATE: 2/25/2025
PAY PERIOD: 2/1/25 - 2/28/25
CONTRACT DATE: 7/16/2024

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Kimley Horn & Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
352-438-3000

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM		\$ 7,150,827.75
2. Net change by Change Orders (7 Total to Date)		\$ 1,502,132.40
3. Contract Sum To Date (line 1+2)		\$ 8,652,960.15
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)		\$ 6,669,002.71
5. RETAINAGE:		
a. 5% of completed work		\$ 333,450.14
b. Retainage released to date		\$ -
c. Net retainage held to date		\$ 333,450.14
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 6,335,552.57
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 5,045,331.34
8. CURRENT PAYMENT DUE		\$ 1,290,221.23
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	2,317,407.58

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	1,498,084.20	
Total approved this month	106,798.00	(102,749.80)
TOTALS	1,604,882.20	(102,749.80)
NET CHANGES by Change Order		1,502,132.40

CDD Eligible Amount
less retainage:
\$1,260,827.33

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: [Signature]
Project Manager

Date: 2/25/25

State of : FLORIDA
County of : SUMTER
Subscribed and sworn to before me
this 25 day of February 2025



Lacey Martin
Comm.: HH 565846
Expires: Jun. 26, 2028
Notary Public - State of Florida

Notary Public : Lacey Martin
My Commission expires : 6/26/28

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.
AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer :

By: _____ Date: _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	GENERAL CONDITIONS											
1000	Mobilization	1.00	LS	\$ 14,500.00	\$ 14,500.00	0.6	\$ 8,700.00	0.15	\$ 2,175.00	0.75	\$ 10,875.00	75.00%
1010	Survey Layout	1.00	LS	\$ 90,000.00	\$ 90,000.00	0.7876	\$ 70,885.80	0.21238	\$ 19,114.20	1	\$ 90,000.00	100.00%
1020	As-Builts	1.00	LS	\$ 36,000.00	\$ 36,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring	1.00	LS	\$ 14,400.00	\$ 14,400.00	0.45	\$ 6,480.00	0.1	\$ 1,440.00	0.55	\$ 7,920.00	55.00%
1040	Silt Fence	9,630.00	LF	\$ 2.00	\$ 19,260.00	9630	\$ 19,260.00	0	\$ -	9630	\$ 19,260.00	100.00%
1050	Tree Protection	2,740.00	LF	\$ 9.00	\$ 24,660.00	2740	\$ 24,660.00	0	\$ -	2740	\$ 24,660.00	100.00%
1060	Inlet Protection	50.00	EA	\$ 135.00	\$ 6,750.00	12	\$ 1,620.00	12	\$ 1,620.00	24	\$ 3,240.00	48.00%
1070	Construction Entrance	2.00	EA	\$ 5,400.00	\$ 10,800.00	2	\$ 10,800.00	0	\$ -	2	\$ 10,800.00	100.00%
1090	TOTAL GENERAL CONDITIONS				\$ 216,370.00		\$ 142,405.80		\$ 24,349.20		\$ 166,755.00	
	EARTHWORK											
1100	Demolition	1.00	LS	\$ 248,165.00	\$ 248,165.00	1	\$ 248,165.00	0	\$ -	1	\$ 248,165.00	100.00%
1110	Clearing & Grubbing	93.00	AC	\$ 1,670.00	\$ 155,310.00	93	\$ 155,310.00	0	\$ -	93	\$ 155,310.00	100.00%
1120	Site Excavation (Cut/Fill/Balance)	282,105.00	CY	\$ 3.55	\$ 1,001,472.75	282105	\$ 1,001,472.75	0	\$ -	282105	\$ 1,001,472.75	100.00%
1140	Fine Grade ROW	14,745.00	SY	\$ 0.70	\$ 10,321.50	0	\$ -	5898	\$ 4,128.60	5898	\$ 4,128.60	40.00%
1150	Fine Grade Disturbed Areas	46,600.00	SY	\$ 0.70	\$ 32,620.00	0	\$ -	18640	\$ 13,048.00	18640	\$ 13,048.00	40.00%
1160	Fine Grade Lots	84,415.00	SY	\$ 0.70	\$ 59,090.50	0	\$ -	33766	\$ 23,636.20	33766	\$ 23,636.20	40.00%
1170	Fine Grade DRA	24,010.00	SY	\$ 0.75	\$ 18,007.50	0	\$ -	24010	\$ 18,007.50	24010	\$ 18,007.50	100.00%
1180	Fine Grade Slopes & Swales	22,010.00	SY	\$ 0.75	\$ 16,507.50	0	\$ -	22010	\$ 16,507.50	22010	\$ 16,507.50	100.00%
1190	TOTAL EARTHWORK				\$ 1,541,494.75		\$ 1,404,947.75		\$ 75,327.80		\$ 1,480,275.55	
	GRASSING											
1200	Sod ROW	14,745.00	SY	\$ 3.90	\$ 57,505.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1210	Sod DRA Sideslopes, Slopes & Swales	102,745.00	SY	\$ 3.90	\$ 400,705.50	0	\$ -	38671	\$ 150,816.90	38671	\$ 150,816.90	37.64%
1220	Seed Lots and Disturbed Areas	131,015.00	SY	\$ 0.40	\$ 52,406.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	TOTAL GRASSING				\$ 510,617.00		\$ -		\$ 150,816.90		\$ 150,816.90	
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	13,565.00	SY	\$ 16.65	\$ 225,857.25	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	8" Limerock Base	13,565.00	SY	\$ 19.80	\$ 268,587.00	0	\$ -	7352	\$ 145,569.60	7352	\$ 145,569.60	54.20%
1280	12" Stabilized Subgrade	17,635.00	SY	\$ 9.55	\$ 168,414.25	1943	\$ 18,555.65	15692	\$ 149,858.60	17635	\$ 168,414.25	100.00%
1290	ADA Handicap Ramp	18.00	EA	\$ 1,500.00	\$ 27,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1300	Type A Curb	370.00	LF	\$ 24.05	\$ 8,898.50	0	\$ -	370	\$ 8,898.50	370	\$ 8,898.50	100.00%
1310	Type A Curb Handwork	300.00	LF	\$ 42.00	\$ 12,600.00	0	\$ -	85	\$ 3,570.00	85	\$ 3,570.00	28.33%
1320	Type F Curb	1,480.00	LF	\$ 26.25	\$ 38,850.00	0	\$ -	1480	\$ 38,850.00	1480	\$ 38,850.00	100.00%
1330	Type D Curb	460.00	LF	\$ 22.65	\$ 10,419.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1340	Type D Curb Handwork	115.00	LF	\$ 42.00	\$ 4,830.00	0	\$ -	115	\$ 4,830.00	115	\$ 4,830.00	100.00%
1350	Miami Curb	9,210.00	LF	\$ 23.40	\$ 215,514.00	0	\$ -	8960	\$ 209,664.00	8960	\$ 209,664.00	97.29%
1370	Sidewalk	11,855.00	SF	\$ 8.30	\$ 98,396.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	Pavers	3,000.00	SF	\$ 11.25	\$ 33,750.00	0	\$ -	-3000	\$ (33,750.00)	-3000	\$ (33,750.00)	-100.00%

CDD eligible:
\$17,044.44

CDD eligible:
\$51,691.60

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1390	Signage & Striping	1.00	LS	\$ 21,600.00	\$ 21,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	TOTAL ROADWAY				\$ 1,134,716.50		\$ 18,555.65		\$ 527,490.70		\$ 546,046.35	
	RETAINING WALL											
1410	Retaining Wall	12,635.00	SF	\$ 33.10	\$ 418,218.50	0	\$ -	12635	\$ 418,218.50	12635	\$ 418,218.50	100.00%
1420	Handrails	3,515.00	LF	\$ 62.05	\$ 218,105.75	0	\$ -	0	\$ -	0	\$ -	0.00%
1430	TOTAL RETAINING WALL				\$ 636,324.25		\$ -		\$ 418,218.50		\$ 418,218.50	
	STORM											
1440	Connect to Existing	1.00	EA	\$ 2,110.00	\$ 2,110.00	1	\$ 2,110.00	0	\$ -	1	\$ 2,110.00	100.00%
1450	18" RCP	595.00	LF	\$ 59.85	\$ 35,610.75	595	\$ 35,610.75	0	\$ -	595	\$ 35,610.75	100.00%
1460	24" RCP	740.00	LF	\$ 80.95	\$ 59,903.00	740	\$ 59,903.00	0	\$ -	740	\$ 59,903.00	100.00%
1470	30" RCP	600.00	LF	\$ 104.25	\$ 62,550.00	600	\$ 62,550.00	0	\$ -	600	\$ 62,550.00	100.00%
1480	36" RCP	40.00	LF	\$ 134.35	\$ 5,374.00	40	\$ 5,374.00	0	\$ -	40	\$ 5,374.00	100.00%
1490	18" HP	2,710.00	LF	\$ 52.55	\$ 142,410.50	2710	\$ 142,410.50	0	\$ -	2710	\$ 142,410.50	100.00%
1500	24" HP	1,460.00	LF	\$ 76.10	\$ 111,106.00	1460	\$ 111,106.00	0	\$ -	1460	\$ 111,106.00	100.00%
1510	30" HP	360.00	LF	\$ 109.55	\$ 39,438.00	360	\$ 39,438.00	0	\$ -	360	\$ 39,438.00	100.00%
1520	36" HP	540.00	LF	\$ 123.85	\$ 66,879.00	540	\$ 66,879.00	0	\$ -	540	\$ 66,879.00	100.00%
1530	42" HP	240.00	LF	\$ 166.10	\$ 39,864.00	240	\$ 39,864.00	0	\$ -	240	\$ 39,864.00	100.00%
1540	18" MES	7.00	EA	\$ 1,315.00	\$ 9,205.00	7	\$ 9,205.00	0	\$ -	7	\$ 9,205.00	100.00%
1550	24" MES	8.00	EA	\$ 1,460.00	\$ 11,680.00	8	\$ 11,680.00	0	\$ -	8	\$ 11,680.00	100.00%
1560	30" MES	5.00	EA	\$ 2,330.00	\$ 11,650.00	5	\$ 11,650.00	0	\$ -	5	\$ 11,650.00	100.00%
1570	36" MES	1.00	EA	\$ 2,735.00	\$ 2,735.00	1	\$ 2,735.00	0	\$ -	1	\$ 2,735.00	100.00%
1580	Type P-6 Curb Inlet	8.00	EA	\$ 7,430.00	\$ 59,440.00	3.537	\$ 26,279.91	0	\$ -	3.537	\$ 26,279.91	44.21%
1590	Type VGI-4" ID Inlet	32.00	EA	\$ 4,945.00	\$ 158,240.00	25.53	\$ 126,245.85	6.1	\$ 30,164.50	31.63	\$ 156,410.35	98.84%
1600	Type VGI-5" ID Inlet	6.00	EA	\$ 6,770.00	\$ 40,620.00	5.11	\$ 34,594.70	0	\$ -	5.11	\$ 34,594.70	85.17%
1610	Type VGI-5X5" ID Inlet	1.00	EA	\$ 8,235.00	\$ 8,235.00	0.88	\$ 7,246.80	0	\$ -	0.88	\$ 7,246.80	88.00%
1620	Type VGI-6" ID Inlet	1.00	EA	\$ 9,945.00	\$ 9,945.00	0.9	\$ 8,950.50	0	\$ -	0.9	\$ 8,950.50	90.00%
1630	Type VGI-7" ID Inlet	1.00	EA	\$ 11,935.00	\$ 11,935.00	0.92	\$ 10,980.20	0	\$ -	0.92	\$ 10,980.20	92.00%
1640	Type C Inlet	1.00	EA	\$ 4,275.00	\$ 4,275.00	1	\$ 4,275.00	0	\$ -	1	\$ 4,275.00	100.00%
1660	Type P Manhole	8.00	EA	\$ 3,825.00	\$ 30,600.00	7.2	\$ 27,540.00	0.6	\$ 2,295.00	7.8	\$ 29,835.00	97.50%
1670	Type J Manhole	4.00	EA	\$ 7,175.00	\$ 28,700.00	3.6	\$ 25,830.00	0	\$ -	3.6	\$ 25,830.00	90.00%
1690	Rip Rap	235.00	SY	\$ 90.00	\$ 21,150.00	235	\$ 21,150.00	0	\$ -	235	\$ 21,150.00	100.00%
1700	Testing	7,285.00	LF	\$ 5.50	\$ 40,067.50	0	\$ -	1821.25	\$ 10,016.88	1821.25	\$ 10,016.88	25.00%
1710	TOTAL STORM				\$ 1,013,722.75		\$ 893,608.21		\$ 42,476.38		\$ 936,084.59	
	SEWER											
1720	8" PVC Sewer Main (0-6')	180.00	LF	\$ 41.75	\$ 7,515.00	180	\$ 7,515.00	0	\$ -	180	\$ 7,515.00	100.00%
1730	8" PVC Sewer Main (6-8')	865.00	LF	\$ 44.75	\$ 38,708.75	865	\$ 38,708.75	0	\$ -	865	\$ 38,708.75	100.00%
1740	8" PVC Sewer Main (8-10')	1,285.00	LF	\$ 48.85	\$ 62,772.25	1285	\$ 62,772.25	0	\$ -	1285	\$ 62,772.25	100.00%
1750	8" PVC Sewer Main (10-12')	680.00	LF	\$ 54.55	\$ 37,094.00	680	\$ 37,094.00	0	\$ -	680	\$ 37,094.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1760	8" PVC Sewer Main (12-14')	980.00	LF	\$ 64.55	\$ 63,259.00	980	\$ 63,259.00	0	\$ -	980	\$ 63,259.00	100.00%
1770	8" PVC Sewer Main (14-16')	1,120.00	LF	\$ 74.25	\$ 83,160.00	1120	\$ 83,160.00	0	\$ -	1120	\$ 83,160.00	100.00%
1780	8" PVC Sewer Main (16-18')	620.00	LF	\$ 90.95	\$ 56,389.00	620	\$ 56,389.00	0	\$ -	620	\$ 56,389.00	100.00%
1790	8" PVC Sewer Main (18-20')	340.00	LF	\$ 99.85	\$ 33,949.00	340	\$ 33,949.00	0	\$ -	340	\$ 33,949.00	100.00%
1800	10" PVC Sewer Main (16-18')	50.00	LF	\$ 102.00	\$ 5,100.00	50	\$ 5,100.00	0	\$ -	50	\$ 5,100.00	100.00%
1810	Sanitary Manhole (0-6')	4.00	EA	\$ 4,825.00	\$ 19,300.00	3.6	\$ 17,370.00	0.4	\$ 1,930.00	4	\$ 19,300.00	100.00%
1820	Sanitary Manhole (6-8')	2.00	EA	\$ 5,685.00	\$ 11,370.00	1.8	\$ 10,233.00	0.2	\$ 1,137.00	2	\$ 11,370.00	100.00%
1830	Sanitary Manhole (8-10')	4.00	EA	\$ 6,455.00	\$ 25,820.00	3.6	\$ 23,238.00	0.4	\$ 2,582.00	4	\$ 25,820.00	100.00%
1840	Sanitary Manhole (10-12')	3.00	EA	\$ 7,720.00	\$ 23,160.00	2.7	\$ 20,844.00	0	\$ -	2.7	\$ 20,844.00	90.00%
1850	Sanitary Manhole (12-14')	4.00	EA	\$ 11,245.00	\$ 44,980.00	3.6	\$ 40,482.00	0	\$ -	3.6	\$ 40,482.00	90.00%
1860	Sanitary Manhole (14-16')	2.00	EA	\$ 13,005.00	\$ 26,010.00	1.8	\$ 23,409.00	0	\$ -	1.8	\$ 23,409.00	90.00%
1870	Sanitary Manhole (16-18')	1.00	EA	\$ 14,975.00	\$ 14,975.00	0.9	\$ 13,477.50	0.1	\$ 1,497.50	1	\$ 14,975.00	100.00%
1880	Sanitary Manhole (20-22')	1.00	EA	\$ 16,425.00	\$ 16,425.00	0.9	\$ 15,582.50	0	\$ -	0.9	\$ 15,582.50	90.00%
1890	Sanitary Manhole (14-16') - Lined	1.00	EA	\$ 23,495.00	\$ 23,495.00	0.9	\$ 21,145.50	0	\$ -	0.9	\$ 21,145.50	90.00%
1900	Sanitary Manhole (16-18') - Lined	2.00	EA	\$ 24,525.00	\$ 49,050.00	1.8	\$ 44,145.00	0	\$ -	1.8	\$ 44,145.00	90.00%
1910	Single Service Connection	172.00	EA	\$ 1,435.00	\$ 246,820.00	172	\$ 246,820.00	0	\$ -	172	\$ 246,820.00	100.00%
1920	Testing	6,120.00	LF	\$ 5.50	\$ 33,660.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1930	TOTAL SEWER				\$ 925,012.00		\$ 865,693.50		\$ 7,146.50		\$ 872,840.00	
	LIFT STATION											
1940	Lift Station Package	1.00	LS	\$ 500,530.00	\$ 500,530.00	0.196	\$ 98,103.88	0.108	\$ 54,057.24	0.304	\$ 152,161.12	30.40%
1950	TOTAL LIFT STATION				\$ 500,530.00		\$ 98,103.88		\$ 54,057.24		\$ 152,161.12	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 1,685.00	\$ 1,685.00	1	\$ 1,685.00	0	\$ -	1	\$ 1,685.00	100.00%
1970	6" PVC Forcemain	1,460.00	LF	\$ 31.95	\$ 46,647.00	1460	\$ 46,647.00	0	\$ -	1460	\$ 46,647.00	100.00%
1980	6" Plug Valve	1.00	EA	\$ 2,651.00	\$ 2,651.00	1	\$ 2,651.00	0	\$ -	1	\$ 2,651.00	100.00%
1990	Fittings	1.00	LS	\$ 15,975.00	\$ 15,975.00	1	\$ 15,975.00	0	\$ -	1	\$ 15,975.00	100.00%
2000	Testing	1,460.00	LF	\$ 2.00	\$ 2,920.00	0	\$ -	1460	\$ 2,920.00	1460	\$ 2,920.00	100.00%
2010	TOTAL FORCEMAIN				\$ 69,878.00		\$ 66,958.00		\$ 2,920.00		\$ 69,878.00	
	WATERMAIN											
2020	Connect to Existing	1.00	EA	\$ 2,205.00	\$ 2,205.00	1	\$ 2,205.00	0	\$ -	1	\$ 2,205.00	100.00%
2030	8" PVC Watermain	5,175.00	LF	\$ 44.90	\$ 232,357.50	5175	\$ 232,357.50	0	\$ -	5175	\$ 232,357.50	100.00%
2040	12" PVC Watermain	450.00	LF	\$ 76.75	\$ 34,537.50	450	\$ 34,537.50	0	\$ -	450	\$ 34,537.50	100.00%
2050	8" Gate Valve	23.00	EA	\$ 2,640.00	\$ 60,720.00	23	\$ 60,720.00	0	\$ -	23	\$ 60,720.00	100.00%
2060	12" Gate Valve	2.00	EA	\$ 4,625.00	\$ 9,250.00	2	\$ 9,250.00	0	\$ -	2	\$ 9,250.00	100.00%
2070	Fittings	1.00	LS	\$ 41,140.00	\$ 41,140.00	1	\$ 41,140.00	0	\$ -	1	\$ 41,140.00	100.00%
2080	Fire Hydrant Assembly	11.00	EA	\$ 7,375.00	\$ 81,125.00	11	\$ 81,125.00	0	\$ -	11	\$ 81,125.00	100.00%
2090	Single Service Connection	8.00	EA	\$ 1,180.00	\$ 9,440.00	0	\$ -	6.4	\$ 7,552.00	6.4	\$ 7,552.00	80.00%
2100	Double Service Connection	58.00	EA	\$ 1,520.00	\$ 88,160.00	0	\$ -	46.4	\$ 70,528.00	46.4	\$ 70,528.00	80.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2110	Lift Station Water Service	1.00	EA	\$ 2,365.00	\$ 2,365.00	0	\$ -	1	\$ 2,365.00	1	\$ 2,365.00	100.00%
2120	Sample Points	5.00	EA	\$ 885.00	\$ 4,425.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2140	Temporary Jumper Assembly	1.00	EA	\$ 2,270.00	\$ 2,270.00	0.5	\$ 1,135.00	0.5	\$ 1,135.00	1	\$ 2,270.00	100.00%
2145	Temp Blow-Off Assy.	4.00	EA	\$ 2,495.00	\$ 9,980.00	2	\$ 4,990.00	2	\$ 4,990.00	4	\$ 9,980.00	100.00%
2150	Testing	5,625.00	LF	\$ 4.30	\$ 24,187.50	0	\$ -	5250	\$ 22,575.00	5250	\$ 22,575.00	93.33%
2160	TOTAL WATERMAIN				\$ 602,162.50		\$ 467,460.00		\$ 109,145.00		\$ 576,605.00	
	TOTAL WINDING OAKS PH 4A				\$ 7,150,827.75		\$ 3,957,732.79		\$ 1,411,948.22		\$ 5,369,681.01	
	CHANGE ORDERS											
	CHANGE ORDER #1											
	GENERAL CONDITIONS											
New	6" Well #4 Abandonment	1.00	LS	\$ 5,462.50	\$ 5,462.50	1	\$ 5,462.50	0	\$ -	1	\$ 5,462.50	100.00%
New	Asbestos Inspection & Abatement	1.00	LS	\$ 16,254.00	\$ 16,254.00	1	\$ 16,254.00	0	\$ -	1	\$ 16,254.00	100.00%
New	Grid Digging Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	100.00%
New	Grid Digging 349 Excavator w/ GPS w/ Operator	40.00	HR	\$ 467.79	\$ 18,711.60	40	\$ 18,711.60	0	\$ -	40	\$ 18,711.60	100.00%
New	Grid Digging 930K Loader w/ Operator	40.00	HR	\$ 167.88	\$ 6,715.20	40	\$ 6,715.20	0	\$ -	40	\$ 6,715.20	100.00%
	TOTAL CHANGE ORDER #1				\$ 49,143.30		\$ 49,143.30		\$ -		\$ 49,143.30	
	CHANGE ORDER #2											
	GENERAL CONDITIONS											
New	6" Well #6 Abandonment	1.00	LS	\$ 8,220.00	\$ 8,220.00	1	\$ 8,220.00	0	\$ -	1	\$ 8,220.00	100.00%
	SUBTOTAL GENERAL CONDITIONS				\$ 8,220.00		\$ 8,220.00		\$ -		\$ 8,220.00	
	ADDITIONAL EARTHWORK ONSITE											
1121	Strip Sand from Clay Areas	102,225.00	CY	\$ 3.55	\$ 362,898.75	102225	\$ 362,898.75	0	\$ -	102225	\$ 362,898.75	100.00%
1122	Additional Clay Excavation	38,105.00	CY	\$ 3.55	\$ 135,272.75	38105	\$ 135,272.75	0	\$ -	38105	\$ 135,272.75	100.00%
1123	Sand Cap Clay Areas	119,990.00	CY	\$ 3.55	\$ 425,964.50	119990	\$ 425,964.50	0	\$ -	119990	\$ 425,964.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK ONSITE				\$ 924,136.00		\$ 924,136.00		\$ -		\$ 924,136.00	
	ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)											
1124	Strip Sand from Pond DRA (4-01 / 4-02 / 4-03)	7,960.00	CY	\$ 3.55	\$ 28,258.00	7960	\$ 28,258.00	0	\$ -	7960	\$ 28,258.00	100.00%
1125	Additional Clay Excavation Pond DRA (4-01 / 4-02 / 4-03)	10,430.00	CY	\$ 3.55	\$ 37,026.50	10430	\$ 37,026.50	0	\$ -	10430	\$ 37,026.50	100.00%
1126	Sand Cap Pond DRA (4-01 / 4-02 / 4-03)	21,810.00	CY	\$ 3.55	\$ 77,425.50	21810	\$ 77,425.50	0	\$ -	21810	\$ 77,425.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)				\$ 142,710.00		\$ 142,710.00		\$ -		\$ 142,710.00	
	TOTAL CHANGE ORDER #2				\$ 1,075,066.00		\$ 1,075,066.00		\$ -		\$ 1,075,066.00	
	CHANGE ORDER #3											
	EARTHWORK											

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1150	Fine Grade Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	146790	\$ 58,716.00	0	\$ -	146790	\$ 58,716.00	100.00%
	SUBTOTAL EARTHWORK				\$ 58,716.00		\$ 58,716.00		\$ -		\$ 58,716.00	
	GRASSING											
1220	Seed Lots and Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	33028	\$ 13,211.10	0	\$ -	33027.8	\$ 13,211.10	22.50%
	SUBTOTAL GRASSING				\$ 58,716.00		\$ 13,211.10		\$ -		\$ 13,211.10	
	MISCELLANEOUS											
	CONDUIT CROSSINGS											
New	Survey Layout & As-Builts	1.00	LS	\$ 8,900.00	\$ 8,900.00	0.5	\$ 4,450.00	0	\$ -	0.5	\$ 4,450.00	50.00%
New	2" Irrigation Crossing	80.00	LF	\$ 16.87	\$ 1,349.60	80	\$ 1,349.60	0	\$ -	80	\$ 1,349.60	100.00%
New	4" Irrigation Crossing	760.00	LF	\$ 19.96	\$ 15,169.60	760	\$ 15,169.60	0	\$ -	760	\$ 15,169.60	100.00%
New	3" OEU Crossing	460.00	LF	\$ 22.00	\$ 10,120.00	460	\$ 10,120.00	0	\$ -	460	\$ 10,120.00	100.00%
New	6" OEU Crossing	340.00	LF	\$ 35.23	\$ 11,978.20	340	\$ 11,978.20	0	\$ -	340	\$ 11,978.20	100.00%
New	4" Communications Crossing	660.00	LF	\$ 22.47	\$ 14,830.20	345	\$ 7,752.15	0	\$ -	345	\$ 7,752.15	52.27%
New	4" Owner Crossing	200.00	LF	\$ 22.47	\$ 4,494.00	200	\$ 4,494.00	0	\$ -	200	\$ 4,494.00	100.00%
	SUBTOTAL MISCELLANEOUS				\$ 66,841.60		\$ 55,313.55		\$ -		\$ 55,313.55	
	TOTAL CHANGE ORDER #3				\$ 184,273.60		\$ 127,240.65		\$ -		\$ 127,240.65	
	CHANGE ORDER #4											
	ROADWAY											
1300	Type RA Curb	370.00	LF	\$ 27.60	\$ 10,212.00	0	\$ -	360	\$ 9,936.00	360	\$ 9,936.00	97.30%
1300	Type A Curb	-370.00	LF	\$ 24.05	\$ (8,898.50)	0	\$ -	-370	\$ (8,898.50)	-370	\$ (8,898.50)	100.00%
1330	Type D Curb	295.00	LF	\$ 22.65	\$ 6,681.75	0	\$ -	185	\$ 4,190.25	185	\$ 4,190.25	62.71%
1340	Type D Curb (Handwork)	5.00	LF	\$ 42.00	\$ 210.00	0	\$ -	5	\$ 210.00	5	\$ 210.00	100.00%
1380	12" Concrete Apron	3,255.00	SF	\$ 31.00	\$ 100,905.00	0	\$ -	3255	\$ 100,905.00	3255	\$ 100,905.00	100.00%
1380	Pavers	-3,000.00	SF	\$ 11.25	\$ (33,750.00)	0	\$ -	-3000	\$ (33,750.00)	-3000	\$ (33,750.00)	100.00%
1400	SUBTOTAL ROADWAY				\$ 75,360.25		\$ -		\$ 72,592.75		\$ 72,592.75	
	RETAINING WALL											
1410	Retaining Wall	-426.00	SF	\$ 33.10	\$ (14,100.60)	0	\$ -	-426	\$ (14,100.60)	-426	\$ (14,100.60)	100.00%
1420	Handrails	-187.00	LF	\$ 62.05	\$ (11,603.35)	0	\$ -	0	\$ -	0	\$ -	0.00%
1430	SUBTOTAL RETAINING WALL				\$ (25,703.95)		\$ -		\$ (14,100.60)		\$ (14,100.60)	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 300.00	\$ 300.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1965	12x6 Cut In	2.00	EA	\$ 8,495.00	\$ 16,990.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1970	6" PVC Forcemain	1,000.00	LF	\$ 31.95	\$ 31,950.00	0	\$ -	1000	\$ 31,950.00	1000	\$ 31,950.00	100.00%
1975	6" Directional Drill (Fusible PVC)	130.00	LF	\$ 285.00	\$ 37,050.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1980	6" Plug Valve	5.00	EA	\$ 2,651.00	\$ 13,255.00	0	\$ -	5	\$ 13,255.00	5	\$ 13,255.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1985	12" Plug Valve	1.00	EA	\$ 5,110.00	\$ 5,110.00	0	\$ -	1	\$ 5,110.00	1	\$ 5,110.00	100.00%
1990	Fittings	1.00	LS	\$ 14,480.00	\$ 14,480.00	0	\$ -	1	\$ 14,480.00	1	\$ 14,480.00	100.00%
1995	ARV Assy.	1.00	EA	\$ 18,810.00	\$ 18,810.00	0	\$ -	1	\$ 18,810.00	1	\$ 18,810.00	100.00%
2000	Testing	1,000.00	LF	\$ 2.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2010	SUBTOTAL FORCEMAIN				\$ 139,945.00		\$ -		\$ 83,605.00		\$ 83,605.00	
	TOTAL CHANGE ORDER #4				\$ 189,601.30		\$ -		\$ 142,097.15		\$ 142,097.15	
	CHANGE ORDER #5											
	GENERAL CONDITIONS											
1010	Survey Layout	1.00	LS	\$ 3,500.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
109	SUBTOTAL GENERAL CONDITIONS				\$ 3,500.00		\$ -		\$ -		\$ -	
	EARTHWORK											
1150	Fine Grade Disturbed Areas	32,600.00	SY	\$ 0.70	\$ 22,820.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	SUBTOTAL EARTHWORK				\$ 22,820.00		\$ -		\$ -		\$ -	
	GRASSING											
1220	Seed & Mulch Disturbed Areas	32,600.00	SY	\$ 0.40	\$ 13,040.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	SUBTOTAL GRASSING				\$ 13,040.00		\$ -		\$ -		\$ -	
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	140.00	SY	\$ 16.65	\$ 2,331.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	8" Limerock Base	140.00	SY	\$ 19.80	\$ 2,772.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1280	12" Stabilized Subgrade	182.00	SY	\$ 9.55	\$ 1,738.10	0	\$ -	182	\$ 1,738.10	182	\$ 1,738.10	100.00%
1290	ADA Handicap Ramp	2.00	EA	\$ 1,500.00	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1310	Type A Curb Handwork	40.00	LF	\$ 42.00	\$ 1,680.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1320	Type F Curb	-283.00	LF	\$ 26.25	\$ (7,428.75)	0	\$ -	-283	\$ (7,428.75)	-283	\$ (7,428.75)	100.00%
1370	Sidewalk	85.00	SF	\$ 8.30	\$ 705.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1390	Signage & Striping	1.00	LS	\$ 2,700.00	\$ 2,700.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	SUBTOTAL ROADWAY				\$ 7,497.85		\$ -		\$ (5,690.65)		\$ (5,690.65)	
	RETAINING WALL											
1410	Retaining Wall	-2422.00	SF	\$ 33.10	\$ (80,168.20)	0	\$ -	-2422	\$ (80,168.20)	-2422	\$ (80,168.20)	100.00%
1420	Handrails	-935.00	LF	\$ 62.05	\$ (58,016.75)	0	\$ -	0	\$ -	0	\$ -	0.00%
1430	SUBTOTAL RETAINING WALL				\$ (138,184.95)		\$ -		\$ (80,168.20)		\$ (80,168.20)	
	STORM											
1440	Connect to Existing	2.00	EA	\$ 2,110.00	\$ 4,220.00	0	\$ -	2	\$ 4,220.00	2	\$ 4,220.00	100.00%
1490	18" HP	60.00	LF	\$ 52.55	\$ 3,153.00	0	\$ -	60	\$ 3,153.00	60	\$ 3,153.00	100.00%
New	18" Plug	2.00	EA	\$ 1,500.00	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	2	\$ 3,000.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1700	Testing	60.00	LF	\$ 5.50	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1710	SUBTOTAL STORM				\$ 10,703.00		\$ -		\$ 10,373.00		\$ 10,373.00	
	TOTAL CHANGE ORDER #5				\$ (80,624.10)		\$ -		\$ (75,485.85)		\$ (75,485.85)	
	CHANGE ORDER #6											
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	-13,705.00	SY	\$ 16.65	\$ (228,188.25)	0	\$ -	0	\$ -	0	\$ -	0.00%
1242	1" SP-9.5 Asphalt Bottom Lift	13,705.00	SY	\$ 12.00	\$ 164,460.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1243	1" SP-9.5 Asphalt Top Lift	13,705.00	SY	\$ 12.25	\$ 167,886.25	0	\$ -	0	\$ -	0	\$ -	0.00%
	SUBTOTAL ROADWAY				\$ 104,158.00		\$ -		\$ -		\$ -	
	MISCELLANEOUS											
New	4" Well #9 Abandonment	1.00	LS	\$ 2,640.00	\$ 2,640.00	0	\$ -	1	\$ 2,640.00	1	\$ 2,640.00	100.00%
	SUBTOTAL MISCELLANEOUS				\$ 2,640.00		\$ -		\$ 2,640.00		\$ 2,640.00	
	TOTAL CHANGE ORDER #6				\$ 106,798.00		\$ -		\$ 2,640.00		\$ 2,640.00	
	CHANGE ORDER #7											
	EARTHWORK											
1150	Fine Grade Slopes & Swales	1.00	LS	\$ 4,404.00	\$ 4,404.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	SUBTOTAL EARTHWORK				\$ 4,404.00		\$ -		\$ -		\$ -	
	GRASSING											
1210	Sod DRA Sideslopes, Slopes & Swales	-38,671.00	SY	\$ 0.35	\$ (13,534.85)	0	\$ -	-38671	\$ (13,534.85)	-38671	\$ (13,534.85)	100.00%
	SUBTOTAL EARTHWORK				\$ (13,534.85)		\$ -		\$ (13,534.85)		\$ (13,534.85)	
	RETAINING WALL											
1410	Retaining Wall	-237.00	SF	\$ 33.10	\$ (7,844.70)	0	\$ -	-237	\$ (7,844.70)	-237	\$ (7,844.70)	100.00%
1420	Handrails	-83.00	LF	\$ 62.05	\$ (5,150.15)	0	\$ -	0	\$ -	0	\$ -	0.00%
	SUBTOTAL MISCELLANEOUS				\$ (12,994.85)		\$ -		\$ (7,844.70)		\$ (7,844.70)	
	TOTAL CHANGE ORDER #7				\$ (22,125.70)		\$ -		\$ (21,379.55)		\$ (21,379.55)	
	TOTAL CHANGE ORDERS				\$ 1,502,132.40		\$ 1,251,449.95		\$ 47,871.75		\$ 1,299,321.70	
	STORED MATERIALS											
	Storm Structures (October)	1.00	LS	\$ 188,432.40	\$ 188,432.40	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (October)	1.00	LS	\$ 145,157.15	\$ 145,157.15	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures & RCP (November)	1.00	LS	\$ 256,235.84	\$ 256,235.84	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (November)	1.00	LS	\$ 64,667.00	\$ 64,667.00	0	\$ -	0	\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	Sanitary Material (December)	1.00	LS	\$ 77,183.26	\$ 77,183.26	0	\$ -	0	\$ -	0	\$ -	0.00%
	Watermain Material (January)	1.00	LS	\$ 52,593.70	\$ 52,593.70	1	\$ 52,593.70	-1	\$ (52,593.70)	0	\$ -	0.00%
	Forcemain Material (January)	1.00	LS	\$ 49,098.65	\$ 49,098.65	1	\$ 49,098.65	-1	\$ (49,098.65)	0	\$ -	0.00%
	TOTAL STORED MATERIALS				\$ 833,368.00		\$ 101,692.35		\$ (101,692.35)		\$ -	
	GRAND TOTAL WINDING OAKS PH 4A				\$ 9,486,328.15		\$ 5,310,875.09		\$ 1,358,127.62		\$ 6,669,002.71	

CDD Eligible Amount:
\$1,327,186.66

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 638,986.48.

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through March 31st, 2025,

to KL Winding Oaks LLC,

on the job of Winding Oaks Phase 4 Mass Grading with 4A Infrastructure,

to the following property:

Winding Oaks Phase 4 Mass Grading with 4A Infrastructure Parcel No: 35512-001-00 & 35512-001-01
Section 9 Twp 16S Rg 21E As Recorded in OR Book 8380 Pages 313-320 Is Herein Incorporated By this
Reference (See Attached Legal) Marion Co FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the
date specified.

Dated on: March 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: _____

Name: _____

Chad Hughes

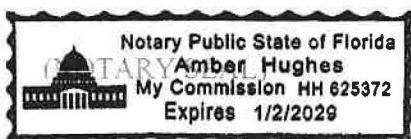
Title: _____

President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of
March 2025 by Chad Hughes, President of
HBC, Inc, on behalf of the corporation. He (she) is ☒ personally known to me
or ☐ has produced _____ as identification.



Notary Public Signature

Amber Hughes

(Name typed, printed or stamped)

My Commission Expires: 1/2/2029

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
KL Winding Oaks LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT:
WINDING OAKS PH 4 MG W/ 4A INFRASTRUCTURE
2024-091-3
KOLTER PO #: 3103

APPLICATION NO.: 8
APPLICATION DATE: 3/25/2025

PAY PERIOD: 3/1/25 - 3/31/25

CONTRACT DATE: 7/16/2024

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:
Hughes Brothers Construction, Inc.
948 Walker Rd.
Wildwood, Florida 34785
352-399-6829

VIA ENGINEER:
Kimley Horn & Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, FL 34471
352-438-3000

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 7,150,827.75
2. Net change by Change Orders (9 Total to Date)	\$ 2,082,186.00
3. Contract Sum To Date (line 1+2)	\$ 9,233,013.75
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 7,341,620.06
5. RETAINAGE:	
a. 5% of completed work	\$ 367,081.00
b. Retainage released to date	\$ -
c. Net retainage held to date	\$ 367,081.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 6,974,539.05
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 6,335,552.57
8. CURRENT PAYMENT DUE	\$ 638,986.48
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 2,258,474.70

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	1,604,882.20	(102,749.80)
Total approved this month	580,053.60	
TOTALS	2,184,935.80	(102,749.80)
NET CHANGES by Change Order		2,082,186.00

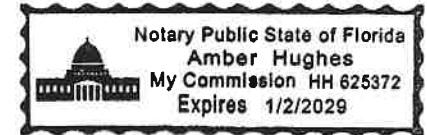
CDD Eligible Amount
less retainage:
\$624,308.47

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: [Signature] Date: 3/25/25
Project Manager

State of : FLORIDA
County of : SUMTER
Subscribed and sworn to before me
this 25 day of MARCH, 2025



Notary Public: Amber Hughes
My Commission expires: 1/2/2029

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.
AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer : _____
By: _____ Date: _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	GENERAL CONDITIONS											
1000	Mobilization	1.00	LS	\$ 14,500.00	\$ 14,500.00	0.75	\$ 10,875.00	0.15	\$ 2,175.00	0.9	\$ 13,050.00	90.00%
1010	Survey Layout	1.00	LS	\$ 90,000.00	\$ 90,000.00	1	\$ 90,000.00	0	\$ -	1	\$ 90,000.00	100.00%
1020	As-Buils	1.00	LS	\$ 36,000.00	\$ 36,000.00	0	\$ -	0.167	\$ 6,012.00	0.167	\$ 6,012.00	16.70%
1030	NPDES Monitoring	1.00	LS	\$ 14,400.00	\$ 14,400.00	0.55	\$ 7,920.00	0.08	\$ 1,152.00	0.63	\$ 9,072.00	63.00%
1040	Silt Fence	9,630.00	LF	\$ 2.00	\$ 19,260.00	9630	\$ 19,260.00	0	\$ -	9630	\$ 19,260.00	100.00%
1050	Tree Protection	2,740.00	LF	\$ 9.00	\$ 24,660.00	2740	\$ 24,660.00	0	\$ -	2740	\$ 24,660.00	100.00%
1060	Inlet Protection	50.00	EA	\$ 135.00	\$ 6,750.00	24	\$ 3,240.00	10	\$ 1,350.00	34	\$ 4,590.00	68.00%
1070	Construction Entrance	2.00	EA	\$ 5,400.00	\$ 10,800.00	2	\$ 10,800.00	0	\$ -	2	\$ 10,800.00	100.00%
1090	TOTAL GENERAL CONDITIONS				\$ 216,370.00		\$ 166,755.00		\$ 10,689.00		\$ 177,444.00	
	EARTHWORK											
1100	Demolition	1.00	LS	\$ 248,165.00	\$ 248,165.00	1	\$ 248,165.00	0	\$ -	1	\$ 248,165.00	100.00%
1110	Clearing & Grubbing	93.00	AC	\$ 1,670.00	\$ 155,310.00	93	\$ 155,310.00	0	\$ -	93	\$ 155,310.00	100.00%
1120	Site Excavation (Cut/Fill/Balance)	282,105.00	CY	\$ 3.55	\$ 1,001,472.75	282105	\$ 1,001,472.75	0	\$ -	282105	\$ 1,001,472.75	100.00%
1140	Fine Grade ROW	14,745.00	SY	\$ 0.70	\$ 10,321.50	5898	\$ 4,128.60	5898	\$ 4,128.60	11796	\$ 8,257.20	80.00%
1150	Fine Grade Disturbed Areas	46,600.00	SY	\$ 0.70	\$ 32,620.00	18640	\$ 13,048.00	18640	\$ 13,048.00	37280	\$ 26,096.00	80.00%
1160	Fine Grade Lots	84,415.00	SY	\$ 0.70	\$ 59,090.50	33766	\$ 23,636.20	33766	\$ 23,636.20	67532	\$ 47,272.40	80.00%
1170	Fine Grade DRA	24,010.00	SY	\$ 0.75	\$ 18,007.50	24010	\$ 18,007.50	0	\$ -	24010	\$ 18,007.50	100.00%
1180	Fine Grade Slopes & Swales	22,010.00	SY	\$ 0.75	\$ 16,507.50	22010	\$ 16,507.50	0	\$ -	22010	\$ 16,507.50	100.00%
1190	TOTAL EARTHWORK				\$ 1,541,494.75		\$ 1,480,275.55		\$ 40,812.80		\$ 1,521,088.35	
	GRASSING											
1200	Sod ROW	14,745.00	SY	\$ 3.90	\$ 57,505.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1210	Sod DRA Sideslopes, Slopes & Swales	102,745.00	SY	\$ 3.90	\$ 400,705.50	38671	\$ 150,816.90	18200	\$ 70,980.00	56871	\$ 221,796.90	55.35%
1220	Seed Lots and Disturbed Areas	131,015.00	SY	\$ 0.40	\$ 52,406.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	TOTAL GRASSING				\$ 510,617.00		\$ 150,816.90		\$ 70,980.00		\$ 221,796.90	
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	13,565.00	SY	\$ 16.65	\$ 225,857.25	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	8" Limerock Base	13,565.00	SY	\$ 19.80	\$ 268,587.00	7352	\$ 145,569.60	6213	\$ 123,017.40	13565	\$ 268,587.00	100.00%
1280	12" Stabilized Subgrade	17,635.00	SY	\$ 9.55	\$ 168,414.25	17635	\$ 168,414.25	0	\$ -	17635	\$ 168,414.25	100.00%
1290	ADA Handicap Ramp	18.00	EA	\$ 1,500.00	\$ 27,000.00	0	\$ -	15	\$ 22,500.00	15	\$ 22,500.00	83.33%
1300	Type A Curb	370.00	LF	\$ 24.05	\$ 8,898.50	370	\$ 8,898.50	0	\$ -	370	\$ 8,898.50	100.00%
1310	Type A Curb Handwork	300.00	LF	\$ 42.00	\$ 12,600.00	85	\$ 3,570.00	0	\$ -	85	\$ 3,570.00	28.33%
1320	Type F Curb	1,480.00	LF	\$ 26.25	\$ 38,850.00	1480	\$ 38,850.00	0	\$ -	1480	\$ 38,850.00	100.00%
1330	Type D Curb	460.00	LF	\$ 22.65	\$ 10,419.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1340	Type D Curb Handwork	115.00	LF	\$ 42.00	\$ 4,830.00	115	\$ 4,830.00	0	\$ -	115	\$ 4,830.00	100.00%
1350	Miami Curb	9,210.00	LF	\$ 23.40	\$ 215,514.00	8960	\$ 209,664.00	0	\$ -	8960	\$ 209,664.00	97.29%
1370	Sidewalk	11,855.00	SF	\$ 8.30	\$ 98,396.50	0	\$ -	11855	\$ 98,396.50	11855	\$ 98,396.50	100.00%
1380	Pavers	3,000.00	SF	\$ 11.25	\$ 33,750.00	-3000	\$ (33,750.00)	6000	\$ 67,500.00	3000	\$ 33,750.00	100.00%

CDD eligible:
\$7,482.30

CDD eligible:
\$17,176.60

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1390	Signage & Striping	1.00	LS	\$ 21,600.00	\$ 21,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	TOTAL ROADWAY				\$ 1,134,716.50		\$ 546,046.35		\$ 311,413.90		\$ 857,460.25	
	RETAINING WALL											
1410	Retaining Wall	12,635.00	SF	\$ 33.10	\$ 418,218.50	12635	\$ 418,218.50	0	\$ -	12635	\$ 418,218.50	100.00%
1420	Handrails	3,515.00	LF	\$ 62.05	\$ 218,105.75	0	\$ -	3515	\$ 218,105.75	3515	\$ 218,105.75	100.00%
1430	TOTAL RETAINING WALL				\$ 636,324.25		\$ 418,218.50		\$ 218,105.75		\$ 636,324.25	
	STORM											
1440	Connect to Existing	1.00	EA	\$ 2,110.00	\$ 2,110.00	1	\$ 2,110.00	0	\$ -	1	\$ 2,110.00	100.00%
1450	18" RCP	595.00	LF	\$ 59.85	\$ 35,610.75	595	\$ 35,610.75	0	\$ -	595	\$ 35,610.75	100.00%
1460	24" RCP	740.00	LF	\$ 80.95	\$ 59,903.00	740	\$ 59,903.00	0	\$ -	740	\$ 59,903.00	100.00%
1470	30" RCP	600.00	LF	\$ 104.25	\$ 62,550.00	600	\$ 62,550.00	0	\$ -	600	\$ 62,550.00	100.00%
1480	36" RCP	40.00	LF	\$ 134.35	\$ 5,374.00	40	\$ 5,374.00	0	\$ -	40	\$ 5,374.00	100.00%
1490	18" HP	2,710.00	LF	\$ 52.55	\$ 142,410.50	2710	\$ 142,410.50	0	\$ -	2710	\$ 142,410.50	100.00%
1500	24" HP	1,460.00	LF	\$ 76.10	\$ 111,106.00	1460	\$ 111,106.00	0	\$ -	1460	\$ 111,106.00	100.00%
1510	30" HP	360.00	LF	\$ 109.55	\$ 39,438.00	360	\$ 39,438.00	0	\$ -	360	\$ 39,438.00	100.00%
1520	36" HP	540.00	LF	\$ 123.85	\$ 66,879.00	540	\$ 66,879.00	0	\$ -	540	\$ 66,879.00	100.00%
1530	42" HP	240.00	LF	\$ 166.10	\$ 39,864.00	240	\$ 39,864.00	0	\$ -	240	\$ 39,864.00	100.00%
1540	18" MES	7.00	EA	\$ 1,315.00	\$ 9,205.00	7	\$ 9,205.00	0	\$ -	7	\$ 9,205.00	100.00%
1550	24" MES	8.00	EA	\$ 1,460.00	\$ 11,680.00	8	\$ 11,680.00	0	\$ -	8	\$ 11,680.00	100.00%
1560	30" MES	5.00	EA	\$ 2,330.00	\$ 11,650.00	5	\$ 11,650.00	0	\$ -	5	\$ 11,650.00	100.00%
1570	36" MES	1.00	EA	\$ 2,735.00	\$ 2,735.00	1	\$ 2,735.00	0	\$ -	1	\$ 2,735.00	100.00%
1580	Type P-6 Curb Inlet	8.00	EA	\$ 7,430.00	\$ 59,440.00	3.537	\$ 26,279.91	0	\$ -	3.537	\$ 26,279.91	44.21%
1590	Type VGI-4' ID Inlet	32.00	EA	\$ 4,945.00	\$ 158,240.00	31.63	\$ 156,410.35	0	\$ -	31.63	\$ 156,410.35	98.84%
1600	Type VGI-5' ID Inlet	6.00	EA	\$ 6,770.00	\$ 40,620.00	5.11	\$ 34,594.70	0	\$ -	5.11	\$ 34,594.70	85.17%
1610	Type VGI-5X5' ID Inlet	1.00	EA	\$ 8,235.00	\$ 8,235.00	0.88	\$ 7,246.80	0	\$ -	0.88	\$ 7,246.80	88.00%
1620	Type VGI-6' ID Inlet	1.00	EA	\$ 9,945.00	\$ 9,945.00	0.9	\$ 8,950.50	0	\$ -	0.9	\$ 8,950.50	90.00%
1630	Type VGI-7' ID Inlet	1.00	EA	\$ 11,935.00	\$ 11,935.00	0.92	\$ 10,980.20	0	\$ -	0.92	\$ 10,980.20	92.00%
1640	Type C Inlet	1.00	EA	\$ 4,275.00	\$ 4,275.00	1	\$ 4,275.00	0	\$ -	1	\$ 4,275.00	100.00%
1660	Type P Manhole	8.00	EA	\$ 3,825.00	\$ 30,600.00	7.8	\$ 29,835.00	0.2	\$ 765.00	8	\$ 30,600.00	100.00%
1670	Type J Manhole	4.00	EA	\$ 7,175.00	\$ 28,700.00	3.6	\$ 25,830.00	0.4	\$ 2,870.00	4	\$ 28,700.00	100.00%
1690	Rip Rap	235.00	SY	\$ 90.00	\$ 21,150.00	235	\$ 21,150.00	0	\$ -	235	\$ 21,150.00	100.00%
1700	Testing	7,285.00	LF	\$ 5.50	\$ 40,067.50	1821.3	\$ 10,016.88	1821.3	\$ 10,017.15	3642.55	\$ 20,034.03	50.00%
1710	TOTAL STORM				\$ 1,013,722.75		\$ 936,084.59		\$ 13,652.15		\$ 949,736.74	
	SEWER											
1720	8" PVC Sewer Main (0-6')	180.00	LF	\$ 41.75	\$ 7,515.00	180	\$ 7,515.00	0	\$ -	180	\$ 7,515.00	100.00%
1730	8" PVC Sewer Main (6-8')	865.00	LF	\$ 44.75	\$ 38,708.75	865	\$ 38,708.75	0	\$ -	865	\$ 38,708.75	100.00%
1740	8" PVC Sewer Main (8-10')	1,285.00	LF	\$ 48.85	\$ 62,772.25	1285	\$ 62,772.25	0	\$ -	1285	\$ 62,772.25	100.00%
1750	8" PVC Sewer Main (10-12')	680.00	LF	\$ 54.55	\$ 37,094.00	680	\$ 37,094.00	0	\$ -	680	\$ 37,094.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1760	8" PVC Sewer Main (12-14')	980.00	LF	\$ 64.55	\$ 63,259.00	980	\$ 63,259.00	0	\$ -	980	\$ 63,259.00	100.00%
1770	8" PVC Sewer Main (14-16')	1,120.00	LF	\$ 74.25	\$ 83,160.00	1120	\$ 83,160.00	0	\$ -	1120	\$ 83,160.00	100.00%
1780	8" PVC Sewer Main (16-18')	620.00	LF	\$ 90.95	\$ 56,389.00	620	\$ 56,389.00	0	\$ -	620	\$ 56,389.00	100.00%
1790	8" PVC Sewer Main (18-20')	340.00	LF	\$ 99.85	\$ 33,949.00	340	\$ 33,949.00	0	\$ -	340	\$ 33,949.00	100.00%
1800	10" PVC Sewer Main (16-18')	50.00	LF	\$ 102.00	\$ 5,100.00	50	\$ 5,100.00	0	\$ -	50	\$ 5,100.00	100.00%
1810	Sanitary Manhole (0-6')	4.00	EA	\$ 4,825.00	\$ 19,300.00	4	\$ 19,300.00	0	\$ -	4	\$ 19,300.00	100.00%
1820	Sanitary Manhole (6-8')	2.00	EA	\$ 5,685.00	\$ 11,370.00	2	\$ 11,370.00	0	\$ -	2	\$ 11,370.00	100.00%
1830	Sanitary Manhole (8-10')	4.00	EA	\$ 6,455.00	\$ 25,820.00	4	\$ 25,820.00	0	\$ -	4	\$ 25,820.00	100.00%
1840	Sanitary Manhole (10-12')	3.00	EA	\$ 7,720.00	\$ 23,160.00	2.7	\$ 20,844.00	0.3	\$ 2,316.00	3	\$ 23,160.00	100.00%
1850	Sanitary Manhole (12-14')	4.00	EA	\$ 11,245.00	\$ 44,980.00	3.6	\$ 40,482.00	0.4	\$ 4,498.00	4	\$ 44,980.00	100.00%
1860	Sanitary Manhole (14-16')	2.00	EA	\$ 13,005.00	\$ 26,010.00	1.8	\$ 23,409.00	0.2	\$ 2,601.00	2	\$ 26,010.00	100.00%
1870	Sanitary Manhole (16-18')	1.00	EA	\$ 14,975.00	\$ 14,975.00	1	\$ 14,975.00	0	\$ -	1	\$ 14,975.00	100.00%
1880	Sanitary Manhole (20-22')	1.00	EA	\$ 18,425.00	\$ 18,425.00	0.9	\$ 16,582.50	0.1	\$ 1,842.50	1	\$ 18,425.00	100.00%
1890	Sanitary Manhole (14-16') - Lined	1.00	EA	\$ 23,495.00	\$ 23,495.00	0.9	\$ 21,145.50	0.1	\$ 2,349.50	1	\$ 23,495.00	100.00%
1900	Sanitary Manhole (16-18') - Lined	2.00	EA	\$ 24,525.00	\$ 49,050.00	1.8	\$ 44,145.00	0.2	\$ 4,905.00	2	\$ 49,050.00	100.00%
1910	Single Service Connection	172.00	EA	\$ 1,435.00	\$ 246,820.00	172	\$ 246,820.00	0	\$ -	172	\$ 246,820.00	100.00%
1920	Testing	6,120.00	LF	\$ 5.50	\$ 33,660.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1930	TOTAL SEWER				\$ 925,012.00		\$ 872,840.00		\$ 18,512.00		\$ 891,352.00	
	LIFT STATION											
1940	Lift Station Package	1.00	LS	\$ 500,530.00	\$ 500,530.00	0.304	\$ 152,161.12	0	\$ -	0.304	\$ 152,161.12	30.40%
1950	TOTAL LIFT STATION				\$ 500,530.00		\$ 152,161.12		\$ -		\$ 152,161.12	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 1,685.00	\$ 1,685.00	1	\$ 1,685.00	0	\$ -	1	\$ 1,685.00	100.00%
1970	6" PVC Forcemain	1,460.00	LF	\$ 31.95	\$ 46,647.00	1460	\$ 46,647.00	0	\$ -	1460	\$ 46,647.00	100.00%
1980	6" Plug Valve	1.00	EA	\$ 2,651.00	\$ 2,651.00	1	\$ 2,651.00	0	\$ -	1	\$ 2,651.00	100.00%
1990	Fittings	1.00	LS	\$ 15,975.00	\$ 15,975.00	1	\$ 15,975.00	0	\$ -	1	\$ 15,975.00	100.00%
2000	Testing	1,460.00	LF	\$ 2.00	\$ 2,920.00	1460	\$ 2,920.00	0	\$ -	1460	\$ 2,920.00	100.00%
2010	TOTAL FORCEMAIN				\$ 69,878.00		\$ 69,878.00		\$ -		\$ 69,878.00	
	WATERMAIN											
2020	Connect to Existing	1.00	EA	\$ 2,205.00	\$ 2,205.00	1	\$ 2,205.00	0	\$ -	1	\$ 2,205.00	100.00%
2030	8" PVC Watermain	5,175.00	LF	\$ 44.90	\$ 232,357.50	5175	\$ 232,357.50	0	\$ -	5175	\$ 232,357.50	100.00%
2040	12" PVC Watermain	450.00	LF	\$ 76.75	\$ 34,537.50	450	\$ 34,537.50	0	\$ -	450	\$ 34,537.50	100.00%
2050	8" Gate Valve	23.00	EA	\$ 2,640.00	\$ 60,720.00	23	\$ 60,720.00	0	\$ -	23	\$ 60,720.00	100.00%
2060	12" Gate Valve	2.00	EA	\$ 4,625.00	\$ 9,250.00	2	\$ 9,250.00	0	\$ -	2	\$ 9,250.00	100.00%
2070	Fittings	1.00	LS	\$ 41,140.00	\$ 41,140.00	1	\$ 41,140.00	0	\$ -	1	\$ 41,140.00	100.00%
2080	Fire Hydrant Assembly	11.00	EA	\$ 7,375.00	\$ 81,125.00	11	\$ 81,125.00	0	\$ -	11	\$ 81,125.00	100.00%
2090	Single Service Connection	8.00	EA	\$ 1,180.00	\$ 9,440.00	6.4	\$ 7,552.00	0	\$ -	6.4	\$ 7,552.00	80.00%
2100	Double Service Connection	58.00	EA	\$ 1,520.00	\$ 88,160.00	46.4	\$ 70,528.00	0	\$ -	46.4	\$ 70,528.00	80.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2110	Lift Station Water Service	1.00	EA	\$ 2,365.00	\$ 2,365.00	1	\$ 2,365.00	0	\$ -	1	\$ 2,365.00	100.00%
2120	Sample Points	5.00	EA	\$ 885.00	\$ 4,425.00	0	\$ -	5	\$ 4,425.00	5	\$ 4,425.00	100.00%
2140	Temporary Jumper Assembly	1.00	EA	\$ 2,270.00	\$ 2,270.00	1	\$ 2,270.00	0	\$ -	1	\$ 2,270.00	100.00%
2145	Temp Blow-Off Assy.	4.00	EA	\$ 2,495.00	\$ 9,980.00	4	\$ 9,980.00	0	\$ -	4	\$ 9,980.00	100.00%
2150	Testing	5,625.00	LF	\$ 4.30	\$ 24,187.50	5250	\$ 22,575.00	375	\$ 1,612.50	5625	\$ 24,187.50	100.00%
2160	TOTAL WATERMAIN				\$ 602,162.50		\$ 576,605.00		\$ 6,037.50		\$ 582,642.50	
	TOTAL WINDING OAKS PH 4A				\$ 7,150,827.75		\$ 5,369,681.01		\$ 690,203.10		\$ 6,059,884.11	
	CHANGE ORDERS											
	CHANGE ORDER #1											
	GENERAL CONDITIONS											
New	6" Well #4 Abandonment	1.00	LS	\$ 5,462.50	\$ 5,462.50	1	\$ 5,462.50	0	\$ -	1	\$ 5,462.50	100.00%
New	Asbestos Inspection & Abatement	1.00	LS	\$ 16,254.00	\$ 16,254.00	1	\$ 16,254.00	0	\$ -	1	\$ 16,254.00	100.00%
New	Grid Digging Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	1	\$ 2,000.00	100.00%
New	Grid Digging 349 Excavator w/ GPS w/ Operator	40.00	HR	\$ 467.79	\$ 18,711.60	40	\$ 18,711.60	0	\$ -	40	\$ 18,711.60	100.00%
New	Grid Digging 930K Loader w/ Operator	40.00	HR	\$ 167.88	\$ 6,715.20	40	\$ 6,715.20	0	\$ -	40	\$ 6,715.20	100.00%
	TOTAL CHANGE ORDER #1				\$ 49,143.30		\$ 49,143.30		\$ -		\$ 49,143.30	
	CHANGE ORDER #2											
	GENERAL CONDITIONS											
New	6" Well #6 Abandonment	1.00	LS	\$ 8,220.00	\$ 8,220.00	1	\$ 8,220.00	0	\$ -	1	\$ 8,220.00	100.00%
	SUBTOTAL GENERAL CONDITIONS				\$ 8,220.00		\$ 8,220.00		\$ -		\$ 8,220.00	
	ADDITIONAL EARTHWORK ONSITE											
1121	Strip Sand from Clay Areas	102,225.00	CY	\$ 3.55	\$ 362,898.75	102225	\$ 362,898.75	0	\$ -	102225	\$ 362,898.75	100.00%
1122	Additional Clay Excavation	38,105.00	CY	\$ 3.55	\$ 135,272.75	38105	\$ 135,272.75	0	\$ -	38105	\$ 135,272.75	100.00%
1123	Sand Cap Clay Areas	119,990.00	CY	\$ 3.55	\$ 425,964.50	119990	\$ 425,964.50	0	\$ -	119990	\$ 425,964.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK ONSITE				\$ 924,136.00		\$ 924,136.00		\$ -		\$ 924,136.00	
	ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)											
1124	Strip Sand from Pond DRA (4-01 / 4-02 / 4-03)	7,960.00	CY	\$ 3.55	\$ 28,258.00	7960	\$ 28,258.00	0	\$ -	7960	\$ 28,258.00	100.00%
1125	Additional Clay Excavation Pond DRA (4-01 / 4-02 / 4-03)	10,430.00	CY	\$ 3.55	\$ 37,026.50	10430	\$ 37,026.50	0	\$ -	10430	\$ 37,026.50	100.00%
1126	Sand Cap Pond DRA (4-01 / 4-02 / 4-03)	21,810.00	CY	\$ 3.55	\$ 77,425.50	21810	\$ 77,425.50	0	\$ -	21810	\$ 77,425.50	100.00%
	SUBTOTAL ADDITIONAL EARTHWORK POND DRA (4-01 / 4-02 / 4-03)				\$ 142,710.00		\$ 142,710.00		\$ -		\$ 142,710.00	
	TOTAL CHANGE ORDER #2				\$ 1,075,066.00		\$ 1,075,066.00		\$ -		\$ 1,075,066.00	
	CHANGE ORDER #3											
	EARTHWORK											

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1150	Fine Grade Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	146790	\$ 58,716.00	0	\$ -	146790	\$ 58,716.00	100.00%
	SUBTOTAL EARTHWORK				\$ 58,716.00		\$ 58,716.00		\$ -		\$ 58,716.00	
	GRASSING											
1220	Seed Lots and Disturbed Areas - 4B & 4C	146,790.00	SY	\$ 0.40	\$ 58,716.00	33028	\$ 13,211.10	0	\$ -	33027.8	\$ 13,211.10	22.50%
	SUBTOTAL GRASSING				\$ 58,716.00		\$ 13,211.10		\$ -		\$ 13,211.10	
	MISCELLANEOUS											
	CONDUIT CROSSINGS											
New	Survey Layout & As-Builts	1.00	LS	\$ 8,900.00	\$ 8,900.00	0.5	\$ 4,450.00	0	\$ -	0.5	\$ 4,450.00	50.00%
New	2" Irrigation Crossing	80.00	LF	\$ 16.87	\$ 1,349.60	80	\$ 1,349.60	0	\$ -	80	\$ 1,349.60	100.00%
New	4" Irrigation Crossing	760.00	LF	\$ 19.96	\$ 15,169.60	760	\$ 15,169.60	0	\$ -	760	\$ 15,169.60	100.00%
New	3" OEU Crossing	460.00	LF	\$ 22.00	\$ 10,120.00	460	\$ 10,120.00	0	\$ -	460	\$ 10,120.00	100.00%
New	6" OEU Crossing	340.00	LF	\$ 35.23	\$ 11,978.20	340	\$ 11,978.20	0	\$ -	340	\$ 11,978.20	100.00%
New	4" Communications Crossing	660.00	LF	\$ 22.47	\$ 14,830.20	345	\$ 7,752.15	0	\$ -	345	\$ 7,752.15	52.27%
New	4" Owner Crossing	200.00	LF	\$ 22.47	\$ 4,494.00	200	\$ 4,494.00	0	\$ -	200	\$ 4,494.00	100.00%
	SUBTOTAL MISCELLANEOUS				\$ 66,841.60		\$ 55,313.55		\$ -		\$ 55,313.55	
	TOTAL CHANGE ORDER #3				\$ 184,273.60		\$ 127,240.65		\$ -		\$ 127,240.65	
	CHANGE ORDER #4											
	ROADWAY											
1300	Type RA Curb	370.00	LF	\$ 27.60	\$ 10,212.00	360	\$ 9,936.00	10	\$ 276.00	370	\$ 10,212.00	100.00%
1300	Type A Curb	-370.00	LF	\$ 24.05	\$ (8,898.50)	-370	\$ (8,898.50)	0	\$ -	-370	\$ (8,898.50)	100.00%
1330	Type D Curb	295.00	LF	\$ 22.65	\$ 6,681.75	185	\$ 4,190.25	0	\$ -	185	\$ 4,190.25	62.71%
1340	Type D Curb (Handwork)	5.00	LF	\$ 42.00	\$ 210.00	5	\$ 210.00	0	\$ -	5	\$ 210.00	100.00%
1380	12" Concrete Apron	3,255.00	SF	\$ 31.00	\$ 100,905.00	3255	\$ 100,905.00	0	\$ -	3255	\$ 100,905.00	100.00%
1380	Pavers	-3,000.00	SF	\$ 11.25	\$ (33,750.00)	-3000	\$ (33,750.00)	0	\$ -	-3000	\$ (33,750.00)	100.00%
1400	SUBTOTAL ROADWAY				\$ 75,360.25		\$ 72,592.75		\$ 276.00		\$ 72,868.75	
	RETAINING WALL											
1410	Retaining Wall	-426.00	SF	\$ 33.10	\$ (14,100.60)	-426	\$ (14,100.60)	0	\$ -	-426	\$ (14,100.60)	100.00%
1420	Handrails	-187.00	LF	\$ 62.05	\$ (11,603.35)	0	\$ -	-187	\$ (11,603.35)	-187	\$ (11,603.35)	100.00%
1430	SUBTOTAL RETAINING WALL				\$ (25,703.95)		\$ (14,100.60)		\$ (11,603.35)		\$ (25,703.95)	
	FORCEMAIN											
1960	Connect to Existing	1.00	EA	\$ 300.00	\$ 300.00	0	\$ -	1	\$ 300.00	1	\$ 300.00	100.00%
1965	12x6 Cut In	2.00	EA	\$ 8,495.00	\$ 16,990.00	0	\$ -	2	\$ 16,990.00	2	\$ 16,990.00	100.00%
1970	6" PVC Forcemain	1,000.00	LF	\$ 31.95	\$ 31,950.00	1000	\$ 31,950.00	0	\$ -	1000	\$ 31,950.00	100.00%
1975	6" Directional Drill (Fusible PVC)	130.00	LF	\$ 285.00	\$ 37,050.00	0	\$ -	130	\$ 37,050.00	130	\$ 37,050.00	100.00%
1980	6" Plug Valve	5.00	EA	\$ 2,651.00	\$ 13,255.00	5	\$ 13,255.00	0	\$ -	5	\$ 13,255.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1985	12" Plug Valve	1.00	EA	\$ 5,110.00	\$ 5,110.00	1	\$ 5,110.00	0	\$ -	1	\$ 5,110.00	100.00%
1990	Fittings	1.00	LS	\$ 14,480.00	\$ 14,480.00	1	\$ 14,480.00	0	\$ -	1	\$ 14,480.00	100.00%
1995	ARV Assy	1.00	EA	\$ 18,810.00	\$ 18,810.00	1	\$ 18,810.00	0	\$ -	1	\$ 18,810.00	100.00%
2000	Testing	1,000.00	LF	\$ 2.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2010	SUBTOTAL FORCEMAIN				\$ 139,945.00		\$ 83,605.00		\$ 54,340.00		\$ 137,945.00	
	TOTAL CHANGE ORDER #4				\$ 189,601.30		\$ 142,097.15		\$ 43,012.65		\$ 185,109.80	
	CHANGE ORDER #5											
	GENERAL CONDITIONS											
1010	Survey Layout	1.00	LS	\$ 3,500.00	\$ 3,500.00	0	\$ -	0.48	\$ 1,680.00	0.48	\$ 1,680.00	48.00%
109	SUBTOTAL GENERAL CONDITIONS				\$ 3,500.00		\$ -		\$ 1,680.00		\$ 1,680.00	
	EARTHWORK											
1150	Fine Grade Disturbed Areas	32,600.00	SY	\$ 0.70	\$ 22,820.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	SUBTOTAL EARTHWORK				\$ 22,820.00		\$ -		\$ -		\$ -	
	GRASSING											
1220	Seed & Mulch Disturbed Areas	32,600.00	SY	\$ 0.40	\$ 13,040.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	SUBTOTAL GRASSING				\$ 13,040.00		\$ -		\$ -		\$ -	
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	140.00	SY	\$ 16.65	\$ 2,331.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	8" Limerock Base	140.00	SY	\$ 19.80	\$ 2,772.00	0	\$ -	140	\$ 2,772.00	140	\$ 2,772.00	100.00%
1280	12" Stabilized Subgrade	182.00	SY	\$ 9.55	\$ 1,738.10	182	\$ 1,738.10	0	\$ -	182	\$ 1,738.10	100.00%
1290	ADA Handicap Ramp	2.00	EA	\$ 1,500.00	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1310	Type A Curb Handwork	40.00	LF	\$ 42.00	\$ 1,680.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1320	Type F Curb	-283.00	LF	\$ 26.25	\$ (7,428.75)	-283	\$ (7,428.75)	0	\$ -	-283	\$ (7,428.75)	100.00%
1370	Sidewalk	85.00	SF	\$ 8.30	\$ 705.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1390	Signage & Striping	1.00	LS	\$ 2,700.00	\$ 2,700.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1400	SUBTOTAL ROADWAY				\$ 7,497.85		\$ (5,690.65)		\$ 2,772.00		\$ (2,918.65)	
	RETAINING WALL											
1410	Retaining Wall	-2422.00	SF	\$ 33.10	\$ (80,168.20)	-2422	\$ (80,168.20)	0	\$ -	-2422	\$ (80,168.20)	100.00%
1420	Handrails	-935.00	LF	\$ 62.05	\$ (58,016.75)	0	\$ -	-935	\$ (58,016.75)	-935	\$ (58,016.75)	100.00%
1430	SUBTOTAL RETAINING WALL				\$ (138,184.95)		\$ (80,168.20)		\$ (58,016.75)		\$ (138,184.95)	
	STORM											
1440	Connect to Existing	2.00	EA	\$ 2,110.00	\$ 4,220.00	2	\$ 4,220.00	0	\$ -	2	\$ 4,220.00	100.00%
1490	18" HP	60.00	LF	\$ 52.55	\$ 3,153.00	60	\$ 3,153.00	0	\$ -	60	\$ 3,153.00	100.00%
New	18" Plug	2.00	EA	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1700	Testing	60.00	LF	\$ 5.50	\$ 330.00	0	\$ -	15	\$ 82.50	15	\$ 82.50	25.00%
1710	SUBTOTAL STORM				\$ 10,703.00		\$ 10,373.00		\$ 82.50		\$ 10,455.50	
	TOTAL CHANGE ORDER #5				\$ (80,624.10)		\$ (75,485.85)		\$ (53,482.25)		\$ (128,968.10)	
	CHANGE ORDER #8											
	ROADWAY											
1240	1.5" SP-9.5 Asphalt	-13,705.00	SY	\$ 16.65	\$ (228,188.25)	0	\$ -	0	\$ -	0	\$ -	0.00%
1242	1" SP-9.5 Asphalt Bottom Lift	13,705.00	SY	\$ 12.00	\$ 164,460.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1243	1" SP-9.5 Asphalt Top Lift	13,705.00	SY	\$ 12.25	\$ 167,886.25	0	\$ -	0	\$ -	0	\$ -	0.00%
	SUBTOTAL ROADWAY				\$ 104,158.00		\$ -		\$ -		\$ -	
	MISCELLANEOUS											
New	4" Well #9 Abandonment	1.00	LS	\$ 2,640.00	\$ 2,640.00	1	\$ 2,640.00	0	\$ -	1	\$ 2,640.00	100.00%
	SUBTOTAL MISCELLANEOUS				\$ 2,640.00		\$ 2,640.00		\$ -		\$ 2,640.00	
	TOTAL CHANGE ORDER #6				\$ 106,798.00		\$ 2,640.00		\$ -		\$ 2,640.00	
	CHANGE ORDER #7											
	EARTHWORK											
1150	Fine Grade Slopes & Swales	1.00	LS	\$ 4,404.00	\$ 4,404.00	0	\$ -	1	\$ 4,404.00	1	\$ 4,404.00	100.00%
	SUBTOTAL EARTHWORK				\$ 4,404.00		\$ -		\$ 4,404.00		\$ 4,404.00	
	GRASSING											
1210	Sod DRA Sideslopes, Slopes & Swales	-38,671.00	SY	\$ 0.35	\$ (13,534.85)	-38671	\$ (13,534.85)	0	\$ -	-38671	\$ (13,534.85)	100.00%
	SUBTOTAL EARTHWORK				\$ (13,534.85)		\$ (13,534.85)		\$ -		\$ (13,534.85)	
	RETAINING WALL											
1410	Retaining Wall	-237.00	SF	\$ 33.10	\$ (7,844.70)	-237	\$ (7,844.70)	0	\$ -	-237	\$ (7,844.70)	100.00%
1420	Handrails	-83.00	LF	\$ 62.05	\$ (5,150.15)	0	\$ -	-83	\$ (5,150.15)	-83	\$ (5,150.15)	100.00%
	SUBTOTAL MISCELLANEOUS				\$ (12,994.85)		\$ (7,844.70)		\$ (5,150.15)		\$ (12,994.85)	
	TOTAL CHANGE ORDER #7				\$ (22,125.70)		\$ (21,379.55)		\$ (746.15)		\$ (22,125.70)	
	CHANGE ORDER #8											
	OEU ELECTRICAL CONDUIT F&I											
1200	Survey Layout	1.00	LS	\$ 22,161.60	\$ 22,161.60	0	\$ -	0	\$ -	0	\$ -	0.00%
1210	2" Electrical Conduit Sch 40	2,940.00	LF	\$ 13.45	\$ 39,543.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1220	3" Electrical Conduit Sch 41	15,620.00	LF	\$ 15.75	\$ 246,015.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1230	4" Electrical Conduit Sch 42	975.00	LF	\$ 17.95	\$ 17,501.25	0	\$ -	0	\$ -	0	\$ -	0.00%
1240	6" Electrical Conduit Sch 43	5,580.00	LF	\$ 24.15	\$ 134,757.00	0	\$ -	0	\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1250	Sweeps & Fittings	1.00	LS	\$ 50,675.00	\$ 50,675.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1260	Mule Tape	25,115.00	LF	\$ 1.05	\$ 26,370.75	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	Transformer Pads	76.00	EA	\$ 650.00	\$ 49,400.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	TOTAL CHANGE ORDER #8				\$ 586,423.60		\$ -		\$ -		\$ -	
	CHANGE ORDER #9											
	GRASSING											
1210	Sod DRA Sideslopes, Slopes & Swales	-18,200.00	SY	\$ 0.35	\$ (6,370.00)	0	\$ -	-18200	\$ (6,370.00)	-18200	\$ (6,370.00)	100.00%
	TOTAL CHANGE ORDER #9				\$ (6,370.00)		\$ -		\$ (6,370.00)		\$ (6,370.00)	
	TOTAL CHANGE ORDERS				\$ 2,082,186.00		\$ 1,299,321.70		\$ (17,585.75)		\$ 1,281,735.95	
	STORED MATERIALS											
	Storm Structures (October)	1.00	LS	\$ 188,432.40	\$ 188,432.40	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (October)	1.00	LS	\$ 145,157.15	\$ 145,157.15	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures & RCP (November)	1.00	LS	\$ 256,235.84	\$ 256,235.84	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Structures (November)	1.00	LS	\$ 64,667.00	\$ 64,667.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Sanitary Material (December)	1.00	LS	\$ 77,183.26	\$ 77,183.26	0	\$ -	0	\$ -	0	\$ -	0.00%
	Watermain Material (January)	1.00	LS	\$ 52,593.70	\$ 52,593.70	0	\$ -	0	\$ -	0	\$ -	0.00%
	Forcemain Material (January)	1.00	LS	\$ 49,098.65	\$ 49,098.65	0	\$ -	0	\$ -	0	\$ -	0.00%
	TOTAL STORED MATERIALS				\$ 833,368.00		\$ -		\$ -		\$ -	
	GRAND TOTAL WINDING OAKS PH 4A						\$ 6,669,002.71		\$ 672,617.35		\$ 7,341,620.06	

CDD Eligible Amount:
\$657,166.81

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

AGREEMENT FOR ENGINEERING SERVICES

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

Winding Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Ocala, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**District**"); and

Kimley-Horn and Associates, Inc., a North Carolina corporation, providing professional engineering services with a mailing address of 189 South Orange Avenue, Suite 1000, Orlando, Florida 32801 ("**Engineer**").

RECITALS

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

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

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

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

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

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

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

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

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, to the extent detailed in a work authorization, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Other items requested by the Board, provided however that any such items shall be subject to the terms of a work authorization to be agreed to by the parties.
- b. Engineer shall, when authorized by the Board, provide general construction phase services related to construction of District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Based on the results of final observations of site, test reports, record drawings, and other documentation pertinent to a project within a task authorization, Engineer will prepare and submit to the CDD, CDD bond trustee, CDD underwriter, and/or appropriate agency the certificates of completion of construction. Engineer shall not be required to execute any certifications or other documents that might, in the reasonable judgment of the Engineer, violate professional standards.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board and mutually agreed to by Engineer.

Notwithstanding the foregoing, the Engineer will not be required to perform construction project observation services on behalf of the District for projects it did not personally design. The Engineer, or its representative's construction project

observations will be for the purpose of endeavoring to provide the District a greater degree of confidence that the completed work of the District's contractors will generally conform to the construction documents prepared by the Engineer in all its Construction Projects. However, the Engineer's furnishing of project observations services does not guarantee the work of any contractor, nor represent the assumption by the Engineer of any obligation for job safety, nor does Engineer assume responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Engineer shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Engineer have any authority or responsibility to stop or direct the work of any contractor. The Engineer shall not be responsible for the enforcement of safety regulations involving any contract to the District. The Engineer shall file observation reports with the District, as necessary, based on the length and complexity of the Construction Project. . Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Engineer shall not have the authority or responsibility to stop the work of any Contractor.

Any requested site visits, on behalf of the District, will only be for the purpose of providing the District with a general project status update. It is understood between the parties, the Engineer is not operating as the Engineer of Record and is not responsible for certifying the work of other developers or design professionals. Engineer neither guarantees the performance of contractors or other design professionals, nor assumes responsibility for any contractor or other design professional's failure to perform its work in accordance with contract documents.

- 2. REPRESENTATIONS.** The Engineer hereby represents to the District that:
- a. It has the experience and skill to perform the services required to be performed by this Agreement.
 - b. It shall design to and comply with applicable and published federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
 - c. It shall perform said services in accordance with generally accepted professional standards, and Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided ("**Standard of Care**").

- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

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

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

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. Payment of each invoice will be due within 30 days of receipt by the District. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. Hourly rates are subject to change on an annual basis. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

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

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

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

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

6. PAYMENT. The Engineer shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Payment shall be governed by the Florida Local Government Prompt Payment Act, Chapter 218, Section 735, of the Florida Statutes.

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

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on an hourly basis at Consultant's then-current hourly rates.

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

10. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire, upon Engineer's receipt of payment for services performed.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not, provided Engineer has received payment for services performed. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or

otherwise materialized, would be reasonably identifiable with the project. Notwithstanding the foregoing, Engineer shall retain its rights in its standard drawings details, designs, specifications, databases, computer software and any other proprietary property. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

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

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

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

documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

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

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

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

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

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

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

17. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, , reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, by Engineer or persons employed or utilized by Engineer in their performance of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

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

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

20. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection

with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

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

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

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

22. CONFLICTS OF INTEREST. The Engineer shall avoid any actual conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District,

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

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

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

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

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

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

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

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

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

32. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

**WINDING OAKS COMMUNITY DEVELOPMENT
DISTRICT**

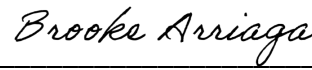
Secretary

Chairman, Board of Supervisors

KIMLEY-HORN AND ASSOCIATES INC.



Witness



By: Brooke Arriaga

Its: Regional Contract Lead

EXHIBIT A

HOURLY FEE SCHEDULE



KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Rate</u>
Analyst	\$160 - \$220
Professional	\$220 - \$285
Senior Professional I	\$265 - \$370
Senior Professional II	\$360 - \$390
Senior Technical Support	\$175- \$270
Support Staff	\$130 - \$155
Technical Support	\$135 - \$185

Effective through June 30, 2025; Subject to adjustment thereafter.

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

_____, 2025

Winding Oaks Community Development District
Ocala, Florida

Subject: **Work Authorization Number 1**
Winding Oaks Community Development District

Dear Chairman, Board of Supervisors:

Kimley-Horn and Associates Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Winding Oaks Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated May 20, 2025, 2025 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- The District will engage the services of Engineer on an interim basis to perform those services as necessary for the preparation of a District engineer's report in connection with the the District's issuance of District Bonds, construction phase services, and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds. Construction phase services will be provided pursuant to section 1 b of the Engineering Agreement.

II. Fees

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

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

APPROVED AND ACCEPTED

Sincerely,

**WINDING OAKS COMMUNITY DEVELOPMENT
DISTRICT**

KIMLEY-HORN AND ASSOCIATES INC.

Brooke Arriaga

By: _____
Authorized Representative

By: Brooke Arriaga, Regional Contract Lead

Date: _____

Date: May 22, 2025

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,856	\$ -	\$ -	\$ 6,856
Investments				
Reserve	-	354,951	-	354,951
Construction	-	-	44	44
Cost of issuance	-	850	-	850
Interest	-	2,645	-	2,645
Due from Landowner	5,594	40	-	5,634
Total assets	<u>12,450</u>	<u>358,486</u>	<u>44</u>	<u>370,980</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 5,514	\$ 40	\$ -	\$ 5,554
Due to Landowner	-	4,062	-	4,062
Accrued taxes payable	30	-	-	30
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>11,544</u>	<u>4,102</u>	<u>-</u>	<u>15,646</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	5,594	-	-	5,594
Total deferred inflows of resources	<u>5,594</u>	<u>-</u>	<u>-</u>	<u>5,594</u>
Fund balances:				
Restricted for:				
Debt service	-	354,384	-	354,384
Unassigned	(4,688)	-	-	(4,688)
Total fund balances	<u>(4,688)</u>	<u>354,384</u>	<u>44</u>	<u>349,740</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,450</u>	<u>\$358,486</u>	<u>\$ 44</u>	<u>\$ 370,980</u>

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,224	\$ 48,796	\$ 99,290	49%
Total revenues	<u>5,224</u>	<u>48,796</u>	<u>99,290</u>	49%
EXPENDITURES				
Professional & administrative				
Supervisor	-	215	-	N/A
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	1,372	7,946	25,000	32%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	667	1,000	67%
EMMA software service	-	-	1,500	0%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	-	25	500	5%
Printing & binding	42	375	500	75%
Legal advertising	-	151	1,750	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	860	750	115%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>5,594</u>	<u>51,814</u>	<u>99,290</u>	52%
Excess/(deficiency) of revenues over/(under) expenditures	(370)	(3,018)	-	
Fund balances - beginning	(4,318)	(1,670)	-	
Fund balances - ending	<u>\$ (4,688)</u>	<u>\$ (4,688)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,197	\$ 11,302
Total revenues	<u>1,197</u>	<u>11,302</u>
EXPENDITURES		
Cost of issuance	-	190,474
Underwriter's discount	-	100,300
Interest	-	133,110
Total expenditures	<u>-</u>	<u>423,884</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,197	(412,582)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	770,855
Total other financing sources	<u>-</u>	<u>770,855</u>
Net change in fund balances	1,197	358,273
Fund balances - beginning	353,187	(3,889)
Fund balances - ending	<u>\$ 354,384</u>	<u>\$ 354,384</u>

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 44	\$ 56,537
Total revenues	<u>44</u>	<u>56,537</u>
EXPENDITURES		
Construction costs	-	4,300,638
Total expenditures	<u>-</u>	<u>4,300,638</u>
Excess/(deficiency) of revenues over/(under) expenditures	44	(4,244,101)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	4,244,145
Total other financing sources/(uses)	<u>-</u>	<u>4,244,145</u>
Net change in fund balances	44	44
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 44</u>	<u>\$ 44</u>

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Winding Oaks Community Development District held a Regular Meeting on May 12, 2025 at 2:30 p.m., at the Belleview Community Center, 5615 SE 110th Place, Belleview, Florida 34420.

Present:

William "Bill" Fife (via telephone)	Chair
Stephanie Vaughn	Vice Chair
Greg Beliveau	Assistant Secretary
Kara Disotell	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Stewart L. Hill (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:30 p.m. Supervisors Beliveau, Disotell and Supervisor-Appointee Stephanie Vaughn were present. Supervisor Fife attended via telephone. Supervisor Williams was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Administration of Oath of Office to
Appointed Supervisor Stephanie Vaughn
(the following will be provided under
separate cover)**

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Stephnie Vaughn. Ms. Vaughn is familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FOURTH ORDER OF BUSINESS****Consideration of Resolution 2025-01,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-01. Mr. Beliveau nominated the following:

Chair	William Fife
Vice Chair	Stephanie Vaughn
Assistant Secretary	Kara Disotell
Assistant Secretary	Pete Williams
Assistant Secretary	Greg Beliveau
Assistant Secretary	Felix Rodriguez

No other nominations were made.

This Resolution removes the following from the Board:

Vice Chair	John Curtis
------------	-------------

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

Secretary	Craig Wrathell
Assistant Secretary	Ernesto Torres
Treasurer	Craig Wrathell
Assistant Treasurer	Jeffrey Pinder

**On MOTION by Mr. Beliveau and seconded by Ms. Disotell, with all in favor,
Resolution 2025-01, Electing, as nominated, and Removing Officers of the
District and Providing for an Effective Date, was adopted.**

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the Winding Oaks Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Mr. Hill presented Resolution 2025-02.

On MOTION by Mr. Beliveau and seconded by Ms. Vaughn, with all in favor, Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the Winding Oaks Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date

Mr. Torres distributed and presented Resolution 2025-03. 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. This is anticipated to be a Landowner-contribution budget, with expenses funded as they are incurred.

Mr. Torres noted that Field Operations expenses in the amount of \$133,750 is being added to the Fiscal Year 2026 Operation and Maintenance (O&M) budget, along with property insurance. With the proposed additions, he asked for approval of a budget of \$260,000.

Discussion ensued regarding possibly putting some Fiscal Year 2026 assessments on roll.

On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026, as amended; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings on July 14, 2025 at 2:30 p.m., at the Belleview Community Center, 5615 SE 110th Place, Belleview, Florida 34420 ; Addressing Publication; Addressing Severability; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Discussion: Fiscal Year 2026 Meeting Schedule [Coincide with Kolter District Meetings]

Discussion ensued regarding the Fiscal Year 2026 Meeting Schedule.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, 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

This item was tabled to the next meeting.

NINTH ORDER OF BUSINESS

Ratification of KL Winding Oaks, LLC Requisition #4 [\$1,476,637.53]

Mr. Torres presented KL Winding Oaks, LLC Requisition #4.

On MOTION by Ms. Vaughn and seconded by Mr. Beliveau, with all in favor, KL Winding Oaks, LLC Requisition #4, was ratified.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of March 31, 2025

On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, the
Unaudited Financial Statements as of March 31, 2025, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of September 9, 2024 Regular
Meeting Minutes

On MOTION by Mr. Beliveau and seconded by Ms. Disotell, with all in favor,
the September 9, 2024 Regular Meeting Minutes, as presented, were
approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Kimley-Horn and Associates, Inc.

There were no District Counsel or District Engineer reports.

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

- NEXT MEETING DATE: June 9, 2025 at 2:30 PM

- QUORUM CHECK

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Vaughn and seconded by Ms. Disotell, with all in favor, the
meeting adjourned at 2:43 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Wesley Wilcox

Supervisor of Elections, Marion County, FL

Election Center

981 NE 16th ST • Ocala, FL 34470

M PO Box 289 • Ocala, FL 34478-0289

P 352-620-3290

F 352-620-3286

W www.VoteMarion.Gov

April 15, 2025

Re: Florida Statute 190.006 Request

Daphne Gillyard, Director of Administrative Services
Wrathell, Hunt and Associates, LLC
Via Email: GillyardD@WHHAssociates.com

Daphne,

In accordance with Florida Statute 190.006 and with reference to your request for the number of registered voters in **Winding Oaks Community Development District**, as of April 15, 2025, our records indicate there are **0** active registered voters in the boundaries of the referenced development.

If you have any questions or require any further information, please contact me.

Sincerely,

Charlee Nichols, CERA
Support Services Analyst II
Marion County Election Center
CNichols@VoteMarion.Gov

WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Bellevue Community Center, 5615 SE 110th Place, Bellevue, Florida 34420</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
December 9, 2024 CANCELED	Regular Meeting	2:30 PM
January 13, 2025 CANCELED	Regular Meeting	2:30 PM
February 10, 2025 CANCELED	Regular Meeting	2:30 PM
March 10, 2025 CANCELED	Regular Meeting	10:00 AM
April 14, 2025 CANCELED	Regular Meeting	2:30 PM
May 12, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	2:30 PM
June 9, 2025 CANCELED	Regular Meeting	2:30 PM
July 14, 2025 CANCELED	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	2:30 PM
August 11, 2025	Public Hearings & Regular Meeting <i>Adoption of FY2026 Budget & Assessments</i>	2:30 PM
September 8, 2025	Regular Meeting	2:30 PM