

WINDING OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

April 13, 2026

**BOARD OF SUPERVISORS
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
<https://windingoakscdd.net/>

April 6, 2026

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

Board of Supervisors
Winding Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Winding Oaks Community Development District will hold a Regular Meeting on April 13, 2026 at 10:00 a.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. Consideration of Duke Energy One, Inc. Lighting Services Agreement P-000173 (PH3A, PH4A, PH4A Amenity)
4. Acceptance of Unaudited Financial Statements as of February 28, 2026
5. Approval of February 9, 2026 Regular Meeting Minutes
6. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Kimley-Horn and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 11, 2026 at 10:00 AM [Presentation of FY2027 Proposed Budget]

○ QUORUM CHECK

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

- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

7. Board Members' Comments/Requests
8. Public Comments
9. 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

3

Lighting Services Agreement P-000173
(Winding Oaks PH3A, PH4A, PH4 Amenity)

THIS LIGHTING SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between **Duke Energy One, Inc.**, a Delaware corporation, having an address at 3300 Exchange Place, Lake Mary, FL 32746 (“Duke”) and **Winding Oaks Community Development District**, a special unit of local government established under Chapter 190, Florida Statutes, having an address at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and its designated successors and/or assigns (“Customer”). Duke and Customer are hereinafter each referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Duke is in the business of constructing, maintaining, owning and operating lighting equipment, including without limitation, solar street lights;

WHEREAS, Customer desires for Duke to provide lighting equipment, installation, maintenance, and operations services (collectively “Services”, as further described herein and in Exhibit 1) as a managed service to Customer at the project commonly referred to as “**Winding Oaks PH3A, PH4A, PH4 Amenity**” which is generally located at 4200 SW 69th St, Ocala, Florida 34476 (the “Site”); and

WHEREAS, Duke is willing to provide certain specified equipment and the Services in accordance with the terms and conditions set forth below.

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

1. **Definitions and Interpretation.** Capitalized terms used herein and not otherwise defined have the meanings specified in Annex A to this Agreement. Unless a different intention clearly appears, the following terms and phrases shall be interpreted as follows: (a) the singular includes the plural and vice versa; (b) the reference to any Person includes such Person’s legal and/or permitted successors and assignees, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) the reference to any gender includes the other gender and the neuter; (d) reference to any document, including this Agreement, refers to such document as it may be amended, amended and restated, modified, replaced or superseded from time to time in accordance with its terms, or any successor document(s) thereto; (e) reference to any section or exhibit means such section or exhibit of this Agreement unless otherwise indicated; (f) “hereunder”, “hereof”, “hereto”, “herein”, and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision; (g) “including” (and with correlative meaning “include”), means “including without limitation” and when following any statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items

or matters that could reasonably fall within its broadest possible scope; (h) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”; and (i) all exhibits, annexes and attachments to this Agreement are hereby incorporated into this Agreement. Other terms used but not defined in Annex A or in the body of the Agreement, shall have meanings as commonly used in the English language and, where applicable, in the electric utility industry. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

2. **Scope of Services.** During the term of this Agreement, Duke shall provide the Services in accordance with the terms and conditions of this Agreement. The Services shall be limited to of the following: (a) the proper installation of all equipment as identified in Exhibit 1 attached hereto (the “Equipment”); (b) the operation and management of the Equipment to ensure the Equipment is fully and properly functioning; and (c) the maintenance, repair and replacement of the Equipment, as necessary to ensure the Equipment is fully and properly functioning in accordance with the requirements of this Agreement. Exhibit 1 sets forth the Services to be provided by Duke.
3. **Annexes and Exhibits to the Agreement.** Annex A and Exhibits 1, 2 and 3 of this Agreement (i) shall be signed by both Parties and (ii) are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.
4. **Payment.** Duke’s compensation for the Services is set forth in Exhibit 1. Duke will bill Customer by sending written invoices to Customer on a monthly basis as Services are performed. Invoices shall be due and payable on terms specified in Exhibit 1. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in Exhibit 1 for any unpaid balance; provided, however, such late fee shall not exceed the maximum rate permitted under Florida law.
5. **Term and Termination.**
 - A. **Term.** The Term of this Agreement is set forth in Exhibit 1. This Agreement (including, without limitation, all Exhibits attached hereto and incorporated herein) shall continue in force and effect until terminated:
 - (i) For cause, in accordance with Section 5.B;
 - (ii) For convenience, in accordance with Section 5.C; or
 - (iii) Upon expiration of the Term, in accordance with Section 5.E.
 - B. **Termination for Cause.** If an Event of Default occurs and is continuing, the Non-Defaulting Party shall have the right to exercise one or more of the following remedies:

(i) to terminate this Agreement by providing notice to the Defaulting Party designating a termination date that shall be no earlier than the date such notice is effective and not later than twenty (20) days after the date such notice is effective and (ii) to exercise such remedies as are otherwise provided in this Agreement or available at law or in equity, including the right to Termination Damages and any and all other amounts previously accrued under this Agreement and owed to the Non-Defaulting Party. If notice of termination has not been received by the date that is one hundred eighty (180) days following the Event of Default, and except in cases where the Non-Defaulting Party has granted a written waiver of the Event of Default for a specified duration, the Non-Defaulting Party's right to terminate with respect to such particular Event of Default shall be deemed waived by the Non-Defaulting Party and no further damages will accrue with respect to such particular Event of Default.

C. Termination for Convenience. Throughout the Term, Customer shall have the right, exercisable at its discretion, to terminate this Agreement notwithstanding the absence of any Duke Event of Default, by providing a minimum of ninety (90) days written notice to Duke prior to the desired date of termination. Upon a Termination for Convenience, Customer shall (i) pay to Duke the sum of (x) the then applicable Termination Fee plus (y) all sums owed at the time of the termination, including without limitation the value of Services provided prior to the effective date of termination, and (ii) instruct Duke to remove the Equipment from its premises or, if Customer wishes, to transfer ownership in the Equipment to Customer in accordance with the procedure set forth in Section 5.F. In the event Customer elects to purchase the Equipment, the Termination Fee payable shall be reduced by the Fair Market Value paid to Duke by Customer for the Equipment. Upon Duke's receipt of payment in full of all of Customer's payment obligations, including the Fair Market Value of the Equipment, all of Duke's right, title and interest in the Equipment shall transfer to Customer, "AS IS, WHERE IS" with no Duke warranty, express or implied, concerning the operation or maintenance of the Equipment after the transfer of title to the Customer. Customer agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such termination date.

D. Termination for Cause – Remedies.

- (i) In the event of a Termination for Cause attributable to a Duke Default, Customer shall have the option to either (i) purchase the Equipment at Fair Market Value on an "AS IS" basis, or (ii) require Duke to remove the Equipment at Duke's expense.
- (ii) In the event of a Termination for Cause attributable to a Customer Default, Customer shall (i) pay to Duke the Termination Damages together and any and

all other amounts previously accrued under this Agreement and owed to Duke and (ii) any reasonable costs incurred by Duke in removing the Equipment from the Site; *provided*, Customer shall also have the right to purchase the Equipment at its then Fair Market Value.

- E. Termination upon Expiration of the Term. At least ninety (90) days prior to the expiration of the Term (including any extensions of the Term), Customer shall send notice to Duke requesting (i) that Duke remove the Equipment from the Site at the end of the Term or (ii) that the Parties negotiate an extension to the Term on mutually agreeable terms and conditions. If the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received due to Customer's failure to provide reasonable access or cooperation, Duke may, at its option and upon thirty (30) days additional written notice to Customer, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS, WHERE IS" basis.
- F. Transfer of Title to the Equipment. In the event Customer opts to purchase the Equipment pursuant to Sections 5.C and 5.D, or Duke exercises its right to abandon the Equipment pursuant to Section 5.E, the Parties shall use good faith efforts to agree on a Fair Market Value of the Equipment at least thirty (30) days prior to the applicable termination date. If the Parties are not able to agree on the Fair Market Value at least thirty (30) days prior to the termination date elected by Customer under this Section 5, each Party shall select an independent appraiser within five (5) days. If the two appraisals differ by less than 10%, the Fair Market Value shall be the average of the two appraisals. If the two appraisals differ by 10% or more, the two appraisers shall jointly select a third independent appraiser within ten (10) days, and the Fair Market Value shall be the average of the two closest appraisals. The determination shall be final, binding and conclusive on both Parties. Duke and Customer shall equally share all costs associated with any such appraisal. In the event Customer elects to purchase the Equipment pursuant to this Section 5, Customer agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such termination date, except for claims arising from defects existing prior to the transfer or Duke's actions prior to termination.
6. Customer's Duties. Customer shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. Unless otherwise detailed in the Lighting Plans attached as Exhibit 2, Customer and Duke shall jointly determine the location(s) on the Site for installation of Equipment. In the event Customer fails to provide reasonable access to

the Site, any additional material costs incurred by Duke due to Customer's failure to provide reasonable access to the Site shall entitle Duke to an equitable adjustment in its installation and maintenance schedule (as applicable) and the monthly fee for the Services set forth in Exhibit 1. Upon request from Duke, Customer shall promptly furnish Duke with all reasonably necessary information which is, or reasonable should be, in Customer's possession or control as requested by Duke to perform the Services, and Duke shall be entitled to rely upon such information; provided, however, Customer makes no representation or warranty as to the accuracy of any information provided by third parties or based upon third party information. Duke shall have the right (to be exercised in Duke's reasonable discretion) to suspend Services or adjust the installation schedule accordingly in the event Customer fails to provide inadequate access to the Site or if information as required by this Agreement. Duke shall also have the right (to be exercised in Duke's reasonable discretion) to suspend Services for a reasonable temporary period of time if the safety of any person or property may be jeopardized by continuing with the Services during such period (for example, Duke may suspend maintenance services during a severe weather event).

7. **Ownership Rights.** Except as otherwise expressly provided herein, Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of Customer. Customer shall take no affirmative actions that result in the Equipment, and all enhancements and accessions thereto, being encumbered by any liens, encumbrances, or claims of any kind. To evidence Duke's right, title and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary; provided, however, such UCC-1 shall not encumber or include any platted lots within the Site, and Duke shall provide to Customer a copy of any filed UCC-1 no later than five (5) days after such filing. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits), including, without limitation, payment of any Termination Fee and Fair Market Value of Equipment (as applicable), Customer hereby grants to Duke a lien on and security interest in the Equipment and in all additions thereto and all substitutions and replacements thereof. Subject to the terms hereof, Customer hereby authorizes Duke, at Duke's expense, to file and record first priority UCC-1 financing statements and/or continuation statements as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain or protect such security interest; provided, however, Duke shall terminate any such statements or documents upon the latter to occur of (i) expiration or termination of this Agreement and (ii) recovery by Duke of the Equipment or the completion of a purchase and sale of the same to Customer within no later than twenty (20) days after such transfer of the Equipment or such expiration or termination of this Agreement.

8. **Further Assurances.** Customer shall take all such further actions and execute all such further documents and instruments as Duke may at any time reasonably determine to be necessary to perfect and ensure the first priority status of the liens referred to in Section 7 hereof (subject to Permitted Liens). As used herein, “Permitted Liens” means (i) liens for taxes, assessments or governmental charges and (ii) liens arising by operation of law, such as carriers’, warehousemen’s, materialmen’s and mechanics’ liens arising in the ordinary course of business and (iii) any interest or title of a Duke lessor, sublessor, licensee or licensor.
9. **Safety.** Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the Customer’s Site. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to Customer’s attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment. Similarly, at any time that Customer is performing (directly or through contractors) work on the Site, Customer will ensure that all Occupational Safety and Health Act requirements are adhered to.
10. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) all Equipment shall be new when installed, (iv) all Equipment shall be fit for the intended purpose of residential lighting, subject to the specifications of the Equipment as set forth in this Agreement, (v) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, including but not limited to local wind code requirements, and (vi) in such a way as to minimize unreasonable interference with the operation of the Customer’s Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work or otherwise required in connection with the Services. Throughout the Term of this Agreement, the Equipment provided by Duke shall be in good working order, free of material defects and errors, and of merchantable quality. Except as otherwise provided in this Agreement (including all Exhibits), Duke makes no other warranties or representations, whether statutory, express, or implied.

THE ONLY WARRANTIES MADE UNDER THIS AGREEMENT ARE THOSE WARRANTIES, IF ANY, SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AND THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT ANY EQUIPMENT OR COMPONENT THEREOF BECOMES DEFECTIVE AND/OR NON-FUNCTIONING DURING THE TERM (EXCEPT AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF CUSTOMER), DUKE SHALL USE COMMERCIALY REASONABLE EFFORTS TO PURSUE ALL WARRANTIES FOR REPLACEMENT OR REPAIR OF SUCH EQUIPMENT OR DEFECTIVE COMPONENT, AND SHALL CAUSE THE EQUIPMENT OR DEFECTIVE COMPONENT TO BE REPLACED AND/OR REPAIRED TO NORMAL FUNCTIONING CONDITION AS SPECIFIED BY THE MANUFACTURER.

11. **Limitation of Liability.**

NEITHER DUKE NOR CUSTOMER SHALL BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE. IN NO EVENT SHALL A PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE DOLLAR VALUE OF COMPENSATION PAID AND RECEIVED UNDER THIS AGREEMENT AT THE TIME OF DETERMINATION OF LIABILITY.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF EITHER PARTY SHALL ALSO PROTECT SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF SUCH PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 11 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

12. **Protection of Equipment.** Customer shall use commercially reasonable efforts to protect the Equipment while the Equipment is on Customer's property. Customer shall be liable for loss or damage to the Equipment (while the Equipment is on Customer's property) resulting from the gross negligence or intentional misconduct of Customer, or vandalism or weather-related damage (provided however that Duke shall be responsible for any loss due to the Equipment's failure to meet the requirements of this Agreement). The parties understand and agree that the Customer may elect in its discretion to obtain insurance for the Equipment, and to protect against the risk of loss of the Equipment.

13. **Assignment; Subcontracting.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Except as otherwise expressly provided herein, neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following

an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Further, Customer may assign this Agreement without Duke's consent (but by providing written notice to Duke) to any homeowners association, property owners association, and/or community development district governing the Site (or governing portions of the Site where the Equipment is located, as applicable), and in the event of such assignment, the assignee shall be substituted herein with respect to all Customer rights and obligations. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.

The Parties acknowledge and agree, in the event the Customer is a homeowners association governing or in the event this Agreement is assigned to a homeowners association governing the Site, this Agreement shall be subject to any applicable provisions of Chapter 720, Florida Statutes. Further, the Parties acknowledge and agree, in the event the Customer is a community development district governing or in the event this Agreement is assigned by Customer to a community development district governing the Site, this Agreement shall be subject to any applicable provisions of Chapter 190, Florida Statutes.

14. **Easement Rights**. The parties agree and acknowledge that either (i) Customer shall provide a perpetual easement to Duke, or (ii) Duke shall rely on platted or other existing utility or other easements, in either case in order to provide the Services hereunder, and consistent with the lighting plan and terms of this Agreement.
15. **Waiver**. Subject to Section 5.B, the failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.
16. **Delays; Force Majeure**. With regard to each Party's respective obligations under this Agreement, in connection with any Force Majeure Event, each Party shall be entitled to an extension of the time to complete such obligations (other than any obligation to pay) as reasonably necessary to overcome the effects of the Force Majeure Event. "Force Majeure Event" means any riot, war, public emergency, pandemic, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, severe weather or other similar cause, all to the extent without fault and beyond the reasonable control of the Party who is delayed in performance of such obligations (financial inability excepted).

The Party claiming the occurrence of a Force Majeure event that prevents it from performing its obligations under this Agreement shall give the other Party written notice of the Force Majeure event, including the date of its initiation, as soon as practicable after the affected Party becomes aware that such Force Majeure event affects its performance and shall provide available details no later than fifteen (15) days after the affected Party becomes aware that such Force Majeure event affects its performance further describing

the facts related to the occurrence and the consequences of the Force Majeure event. The affected Party shall proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying its performance and shall prepare a Force Majeure cure plan describing the actions reasonably expected to be necessary to overcome the Force Majeure event and the time reasonably anticipated to perform such actions. Thereafter, such Party shall provide progress reports to the other Party at least every thirty (30) days describing actions taken to remedy the consequences of the Force Majeure event, the schedule for future actions and the expected date by which performance shall no longer be affected by the Force Majeure event. When such Party has overcome such Force Majeure event and is ready to resume full performance under this Agreement, written notice shall be provided to the other Party and full performance shall resume

17. **Survival; Severability.** All sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
18. **No Publication.** Except as otherwise required by law (if and to the extent applicable), Customer shall not use Duke's name or the fact that Duke is performing Services for Customer in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. Customer shall not use Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Customer a license of, or granted Customer any rights in, any of the foregoing by entering into this Agreement.
19. **Insurance.** Duke represents and warrants that it has met (and shall continue to meet during the Term) all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.
20. **Indemnification.** Duke shall indemnify, defend, protect, and hold harmless Customer, Customer's successors and assigns, and their respective members, managers, officers, directors, Customer's Board Supervisors, shareholders, employees, representatives, affiliates, attorneys, and agents from and against any and all claims, liabilities, and expenses (including litigation costs and reasonable attorney's and paraprofessionals' fees and costs) relating to accidents, injuries, loss, or damage of or to any person or property but only to the extent such claims, liabilities, and expenses arise from or are alleged to arise from the negligence or intentional misconduct of Duke or others acting on behalf of Duke in connection with the construction, installation, maintenance, repair, and replacement of the Equipment or provisions of other Services; provided, however, the foregoing shall not

apply to the extent any claims, liabilities, and expenses arise from or are caused by the sole or concurring negligence or intentional misconduct on the part of Customer or others acting on behalf of Customer.

21. **Notices.** Any notice, demand, or request which must or may be given, demanded or requested by either Party to the other pursuant to the terms and provisions hereof, shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the Party for which intended at their respective addresses set forth below, or at such other place as either Party may designate from time to time in a written notice (provided however that any notice of change of address for a Party shall be effective only upon actual receipt by the other Party).

To Duke:

Duke Energy One, Inc.
3300 Exchange Place
Lake Mary, FL 32746
Attn: Dennis Bonet

To Customer:

Winding Oaks CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Ernesto Torres

22. **Entire Agreement.** The Parties acknowledge that this Agreement (including Exhibit 1 and Exhibit 2 attached hereto) constitute the entire agreement between the Parties and supersedes all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by Customer are superseded by the terms and conditions of this Agreement. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Duke and Customer.
23. **Counterparts; Facsimile and PDF signatures.** The “Effective Date” of this Agreement shall be the date on which the later of either Customer or Duke have signed this Agreement and delivered same to the other Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature.
24. **Amendments.** This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by Customer and Duke.
25. **Governing Law; Venue.** This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida. Venue for any action or

proceeding brought by either Party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Site is located.

26. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

27. The following provisions apply if the Customer is a community development district, or upon assignment of this Agreement to a community development district:

- (i) **PUBLIC RECORDS.** As required under Section 119.0701, Florida Statutes, Duke shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer 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 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 this Agreement term and following completion of this Agreement if the Duke does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Duke upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IF DUKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUKE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OR BY EMAIL AT TORRES@WHHASSOCIATES.COM OR BY REGULAR MAIL AT (877)276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

- (ii) **FLORIDA SALES TAX.** Duke acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.
- (iii) **SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, Duke represents that in entering into this Agreement, the Duke has not been designated as a "scrutinized company" under the statute and, in the event that the Duke is designated as a "scrutinized company", the Duke shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.
- (iv) **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Customer beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- (v) **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Duke shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Duke shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Duke or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Duke shall promptly comply with any requirement of such governmental entity after receipt of

any such notice, order, request to comply notice, or report of a violation or an alleged violation.

- (vi) **E-VERIFY.** Duke agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the “**Act**”), for as long as Duke has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Duke on or after January 1, 2021. If the Customer has a good faith belief that the Duke has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, however, that Customer shall have previously given Duke not fewer than thirty (30) days written notice and an opportunity either (1) to provide reasonable evidence to Customer of Duke’s actual compliance with the Act, or (2) to cure the alleged non-compliance specified in Customer’s notice; provided, however, that if Duke commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Duke shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

- (vii) **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

- (vii) **PROMPT PAYMENT ACT.** Notwithstanding anything to the contrary herein, Florida’s Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, governs the payment of all invoices made in connection with this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

DUKE ENERGY ONE, INC.

WINDING OAKS CDD

By: _____
Dennis Bonet

By: _____

Title: Manager, Outdoor Lighting Sales

Title: _____

Date: _____

Date: _____

ANNEX A
TO LIGHTING SERVICES AGREEMENT

DEFINED TERMS

“Customer” means Twisted Oaks Pointe CDD.

“Customer Default” means an Event of Default for which Customer is the Defaulting Party.

“Defaulting Party” means the Party responsible for an Event of Default.

“Duke” means Duke Energy One, Inc.

“Duke Default” means an Event of Default for which Duke is the Defaulting Party.

“Equipment” has the meaning specified in Section 2.

“Event of Default” means the occurrence of any of the following:

- (i) A Party fails to make, when due, any payment required pursuant to this Agreement (other than amounts disputed in good faith), and such failure is not remedied within twenty (20) days after written notice of such failure from the other Party;
- (ii) A Party is in material breach of its obligations under this Agreement (other than obligations to make payments, any other obligation that is otherwise specifically set forth in this Agreement as a separate Event of Default, or any obligation in respect of which this Agreement provides a remedy that is stated to be an exclusive remedy), and such breach is not remedied within thirty (30) days after written notice of such breach from the other Party; *provided, however*, if such breach is not reasonably susceptible to cure within such thirty (30) day period 26) but is reasonably capable of being corrected or cured, such Party shall have additional time as is reasonably necessary to correct or cure such material breach, so long as the defaulting Party promptly commences and diligently pursues such correction or cure and cures such Event of Default not later than ninety (90) days after written notice of such breach;
- (iii) A Party (i) files a petition or otherwise commences, or authorizes the commencement of, a proceeding or cause under any bankruptcy, insolvency, receivership or similar law for the protection of creditors, or (ii) has such a petition filed or proceeding commenced against it, which remains un-dismissed for ninety (90) days, or (iii) files an answer or pleading admitting or failing to contest the material allegations of any such petition, or (iv) takes any action for its winding up, liquidation or dissolution, or (v) is otherwise adjudged bankrupt or insolvent under any bankruptcy, insolvency, receivership or similar law for the protection of creditors, or (vi) consents to any of the actions described in the preceding clauses (i) through (v), or (vii) is generally unable to pay its debts as they fall due; or
- (iv) A Party assigns or transfers this Agreement or any portion hereof in violation of Section 21 hereof.

“Fair Market Value” means the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm’s length transaction to a willing seller under no compulsion to sell; provided however, that in such determination: (i) the Equipment shall be valued in its then-existing “AS IS”

condition; (ii) the Equipment will be valued on an installed and in place basis; and (iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

“Non-Defaulting Party” means the Party not responsible for an Event of Default.

“Party” or “Parties” means Duke and Customer, individually and collectively.

“Term” has the meaning specified in Exhibit 1.

“Termination for Cause” means a termination of the Agreement pursuant to Section 5.B.

“Termination for Convenience” means a termination of the Agreement pursuant to Section 5.C.

“Termination Damages” shall mean:

- (a) In the event of a Termination for Cause due to a Customer Default, an amount calculated in accordance with Schedule 1 to Exhibit 1.

It being agreed and acknowledged that all Termination Damages payable constitute agreed and liquidated damages and not penalty.

“Termination Fee” shall mean an amount calculated in accordance with Schedule 1 to Exhibit 1.

Exhibit Number 1

This **EXHIBIT NUMBER 1** (“Exhibit 1”) is entered into by and between **Winding Oaks Community Development District** (“Customer”) and **Duke Energy One, Inc.** (“Duke”), and is effective as of the “Effective Date” as defined in the Lighting Services Agreement (the “Agreement”) between Duke and Customer, to which this Exhibit 1 is attached, which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of a direct conflict between the terms and conditions of the Agreement and this Exhibit 1, this Exhibit 1 shall prevail. All capitalized terms used but not otherwise defined in this Exhibit 1 shall have the meanings ascribed to such terms as set forth in the Agreement to which this Exhibit 1 is attached.

Duke and Customer intend for Duke to construct and install the Equipment at the Site in accordance with the lighting plans set forth in Exhibit 2 of the Lighting Services Agreement (including the photometric plans approved by Customer, the “Lighting Plans”); provided, however, the Lighting Plans are subject to revision upon mutual agreement of Duke Energy and Customer.

Scope of Services:

Duke shall (consistent with the Lighting Plans and Agreement) design, procure, construct, install, own, maintain, repair, and replace the roadway lighting fixtures and related equipment described in this Exhibit 1 (collectively, “Equipment”) at Customer’s property located at the Site to provide the Equipment and Services for the Term (as defined below). The Equipment shall be installed at portions of the Site as described in the Lighting Plans. Subject to Customer’s satisfaction of its obligations under Section 6 of the Agreement, Duke will begin installation of the Equipment at the Site no later than ninety (90) days after the Effective Date, and complete installation within thirty (30) days thereafter, prosecuting the installation with reasonable care and diligence. Customer grants to Duke and to Duke’s agents, employees, contractors and assignees a non-exclusive license, for the duration of the Term, for access to, on, over, under and across those portions of the Site as necessary for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Equipment, and (ii) performing all of Duke’s obligations set forth in the Agreement.

Subject to the terms and conditions of the Agreement, Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the Customer’s Site (the “Services”). Upon written request from Duke, Customer shall provide, at no cost to Duke, any plans, specifications, drawings, or information which are, or should be, in Customer’s possession or reasonable control that Duke deems necessary or useful in the performance of the Services.

Customer acknowledges that Duke uses and designs lighting to meet Illumination Engineering Society (IES) lighting standards and municipal lighting ordinances. Customer may assume responsibility for lower standards by providing a supplementary waiver.

Customer accepts responsibility for any potential Site conflicts interfering with lighting delivery outside of Duke’s control, such as changes over time in vegetation growth and man-made obstacles to light. In case Customer chooses solar lighting products, Customer understands and acknowledges that solar lighting requires direct sunlight. Customer accepts responsibility for tree locations and maintenance or other conflicts that are not within Duke’s control and may interfere with solar collection. Duke shall inspect the Site prior to installation and shall notify Customer in writing of any condition that could interfere with solar collection or lighting delivery before commencing installation.

As part of the Services and subject to the terms and conditions of the Agreement, Duke shall maintain, repair, and/or replace (as applicable), the Equipment, including regular cleaning of solar panels on any solar lighting equipment, in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards. If, after installation by Duke and during the Term, Customer determines any street light or any other Equipment is or becomes defective, Customer shall notify Duke in writing, and Duke shall repair and/or replace such Equipment (or component thereof) with a replacement that is not defective within sixty (60) business days of receiving such notice, or sooner in the case of a safety hazard. Duke may temporarily interrupt service to any of the Equipment for a reasonable period of time as necessary in connection with any maintenance or repairs for which Duke is responsible; provided, however, to the extent such interruption shall occur for more than three (3) hours during the period of evening/nighttime hours of dusk to dawn, Duke shall use reasonable efforts to provide at least seven (7) days' prior written notice to Customer, except in the event of an emergency or other exigent circumstance. In the event of service interruptions exceeding twenty-four (24) cumulative hours in any calendar month (excluding Force Majeure events or circumstances attributable to Customer or third parties), Customer shall receive a pro-rata credit against the monthly fee for such month.

Term:

The Equipment is subject to Customer's approval in accordance with the terms of the Agreement, and such Equipment shall only be approved for use by Customer after Duke provides written notice to Customer certifying: (i) Duke's completion of installation of all Equipment, (ii) connection of such Equipment to electric facilities, if applicable, and (iii) testing by Duke to ensure such Equipment is fully functioning and operating as intended. Duke shall test the Equipment to ensure that it is in proper working order. Customer is responsible for provision of electrical services, if applicable.

The "**Term**" will begin on the Effective Date and shall end on the date that is one hundred eighty (180) months from the Effective Date.

All references herein to the term "Commencement Date" shall mean the date Duke provides written notice to Customer certifying installation is complete and the Equipment has been successfully tested by Duke and confirmed to be fully operational. In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following Duke's written notice of completion of the installation activities, the Commencement Date will be established as the 31st day following Duke's written notice of completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by Customer at any time after the Commencement Date has occurred.

Warranty and Maintenance:

Duke shall provide warranty service and maintenance for proper operation of light fixtures, poles, and related equipment. Not covered under this Agreement are non-operation due to loss of electrical source voltage supply caused by Customer or third parties (if applicable), or physical damage to light fixtures and related Equipment (while such Equipment is on Customer's property) caused by vehicle impact, vandalism, acts of nature (provided however that Duke shall be responsible for any loss due to the Equipment's failure to meet the requirements of this Agreement and all applicable law, including but not limited to local wind speed requirements), or damage resulting from the gross negligence or intentional misconduct of Customer, its employees or agents or third parties. Necessary repairs or replacement in such circumstances will be billable to Customer based on Duke's actual, documented costs for labor, materials and equipment required, provided Duke obtains Customer's prior written approval for any repairs exceeding \$500.

Equipment to be Installed per Photometric Plan dated 3-2-2026 and 1-7-2026

The Equipment shall include the following:

Quantity	Product Description
117	280W RS2802460 Solar Wrapped Light Poles with Integral 24V-60AH Li-Ion Batteries
117	40W 3000K Bilbao LED Light Fixtures, 54” Contemporary Base (16' Mounting Height)

Additional Information:

- Duke shall diligently pursue all necessary licenses, governmental approvals, and/or permits necessary for the work described in this Exhibit 1, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Equipment.
- Landscape and/or irrigation removal, maintenance, replacement or repair is excluded from the Services to be provided by Duke hereunder.
- Customer, as directed by Duke, agrees to perform any clearing or other preparation of the Site as necessary to allow installation and operation of the Equipment, including any vegetation that obstructs the locations intended for such Equipment.
- The photometric plan shall be approved by Customer and incorporated into the Agreement as part of Exhibit 2.
- Replacement Equipment will conform to applicable standards in effect at the time of replacement. In the event that changes in law alter applicable standards for replacement Equipment, the Parties will negotiate in good faith an equitable adjustment to the monthly fee such that the incremental cost of such replacement Equipment is recovered through the balance of the Term.

Customer Responsibilities:

Customer will be responsible for the coordination of the following pertaining to the installation and testing of the Services or Equipment.

1. Provide best available drawings of the existing facilities at the Site (as applicable).
2. Provide reasonable and timely access to the Site.
3. Obtain all necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit, if Customer is not the Site owner.
4. Provide a date, acceptable to Duke, for testing the Equipment within thirty (30) days of Customer’s receipt of written notice from Duke certifying the completion of installation activities.
5. Make all payments as required under the Agreement for the Services.

Compensation and Term:

During the Term, in exchange for Duke providing the Services to the Customer, Customer shall pay to Duke a set monthly fee of Sixty-Five Hundred Fifty-Six Dollars (\$6,556) per month plus applicable taxes. The initial monthly compensation payment shall be due from Customer thirty (30) days after the

Commencement Date, and each month thereafter during the Term. Customer agrees to pay \$0 (N/A) as a construction-related capital deposit or payment prior to commencement of construction. At the end of the Term, ownership of the Equipment will transfer to the Customer at no additional cost to the Customer. Upon termination or expiration of the Term, the Customer may elect to enter into a new maintenance service agreement or other agreement with Duke for the light fixtures at a rate to be negotiated in good faith.

All payments will be due and payable within thirty (30) days of the date of the invoice, including the payment of any applicable Termination Fee. Overdue amounts will be assessed a late payment charge of one and one-half percent (1.5%) each month for any unpaid balance, or as set forth under Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act, if Customer is a local government entity.

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

WINDING OAKS CDD

DUKE ENERGY ONE, INC.

By: _____
(type/print): _____
Title: _____
Phone: _____

By: _____
(type/print): Dennis Bonet
Title: Manager, Outdoor Lighting Sales
Phone: (407) 942-9368

SCHEDULE 1 TO

EXHIBIT 1

“Termination Fee” is the amount payable by Customer to Duke pursuant to Section 4.C of the Agreement, calculated as follows:

$$TF = CF \times ((1-(1+i)^{-n})/i)$$

Where:

TF is the Termination Fee amount

CF is the monthly charge that would have been paid for each month from the date of Termination for Convenience to the originally scheduled end of the Term (notwithstanding the Termination for Convenience)

i is a discount rate equal to the WSJ Prime Rate, as published in the Wall Street Journal on the date for which a calculation is made, but divided by twelve to make it a monthly rate

n is the number of months remaining in the Term, prior to Termination for Convenience, from the date of Termination for Convenience to the originally scheduled end of the Term (notwithstanding the Termination for Convenience)

By way of example only, the following illustrates a hypothetical Termination Fee calculation: XYZ contract has a term of 180 months. The monthly payment per light due is \$50 per month. A customer terminates XYZ contract after 12 months. The Prime Rate at the time of termination is 5%, or 0.41667% per month. Using the above formula, the Termination Fee payable would be $50 \times ((1 - (1 + (0.05/12))^{-168}) / (0.05/12))$, or \$6,032.30

“Termination Damages” is the amount payable by Customer to Duke pursuant to Section 4.D of the Agreement, calculated as follows:

$$TD = FV \times ((1-(1+i)^{-n})/i)$$

Where:

TD is the Termination Damages amount

FV is the monthly charge that would have been paid for each month from the date of Termination for Default to the originally scheduled end of the Term (notwithstanding the Termination for Default)

i is a discount rate equal to the “Federal Funds Rate Target”, as published in the Wall Street Journal on the date for which a calculation is made, but divided by twelve to make it a monthly rate

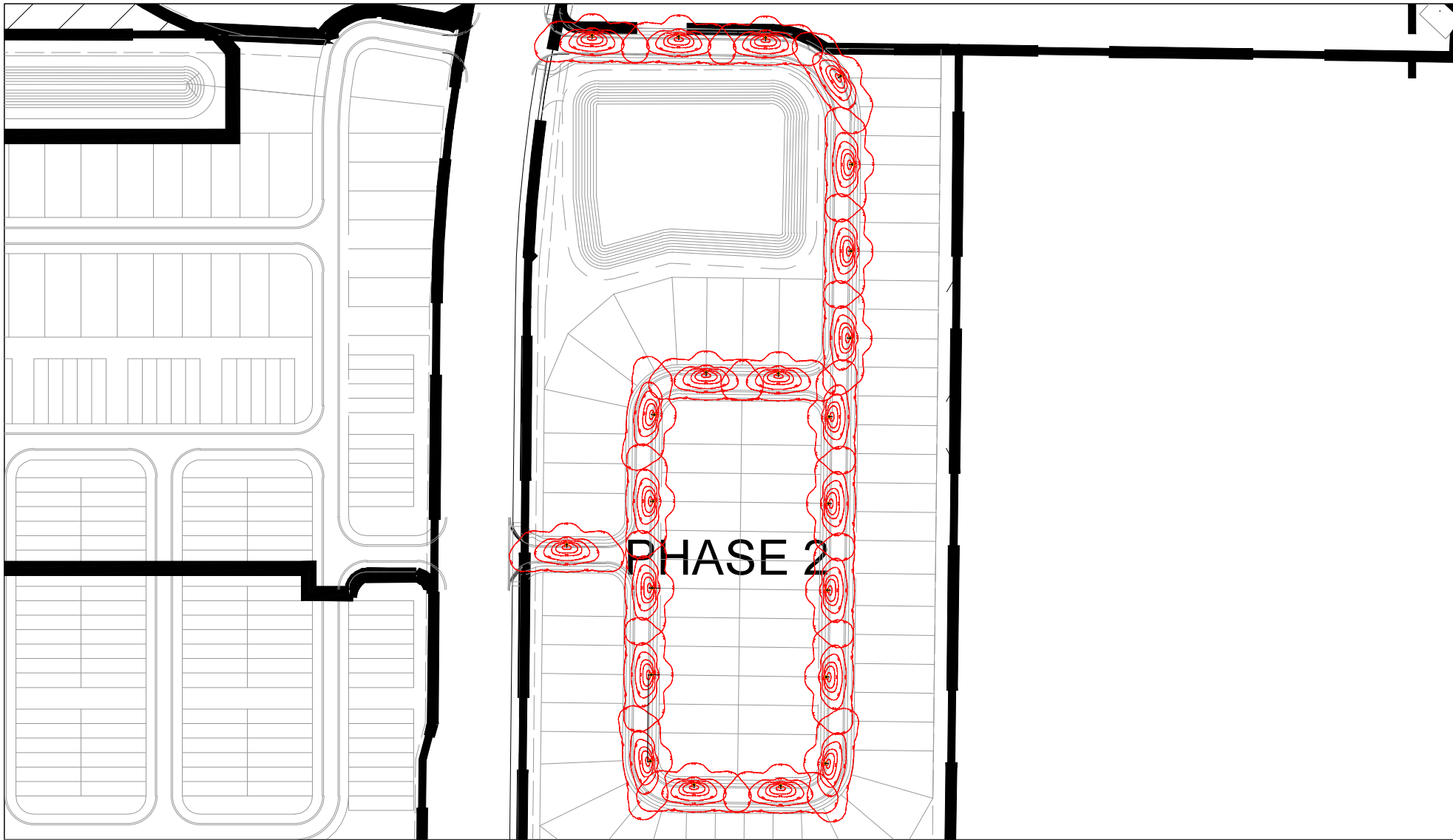
n is the number of months remaining in the Term, prior to Termination for Convenience, from the date of Termination for Convenience to the originally scheduled end of the Term (notwithstanding the Termination for Convenience)

By way of example only, the following illustrates a hypothetical Termination Fee calculation: XYZ contract has a term of 180 months. The monthly payment due is \$50 per month. A customer terminates XYZ contract after 12 months. The Federal Funds Rate Target at the time of termination is 3%. Using the above formula, the Termination Fee payable would be equal to $50 * ((1 - (1 + (0.03/12))^{-168}) / (0.03/12))$, or \$6852.17

EXHIBIT 2 to Lighting Services Agreement

LIGHTING PLANS

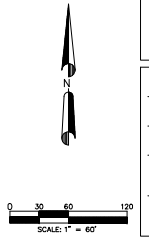
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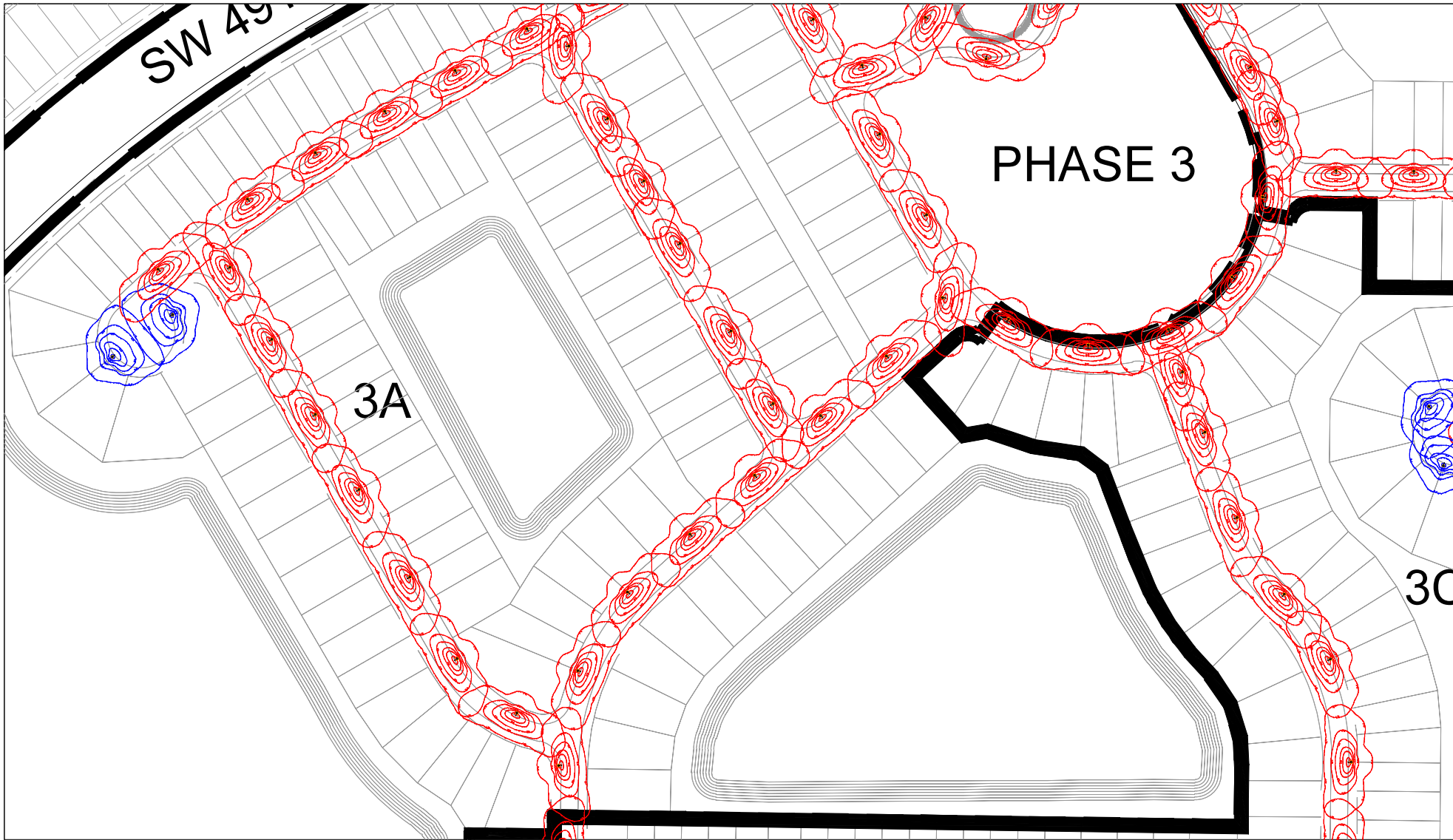


Site Lighting Plan #1

Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T3 (262) & RS2802460-Bilbao T4 (26)	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	288



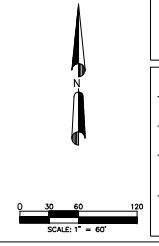


Winding Oaks Phase 3A
 Ocala, Florida

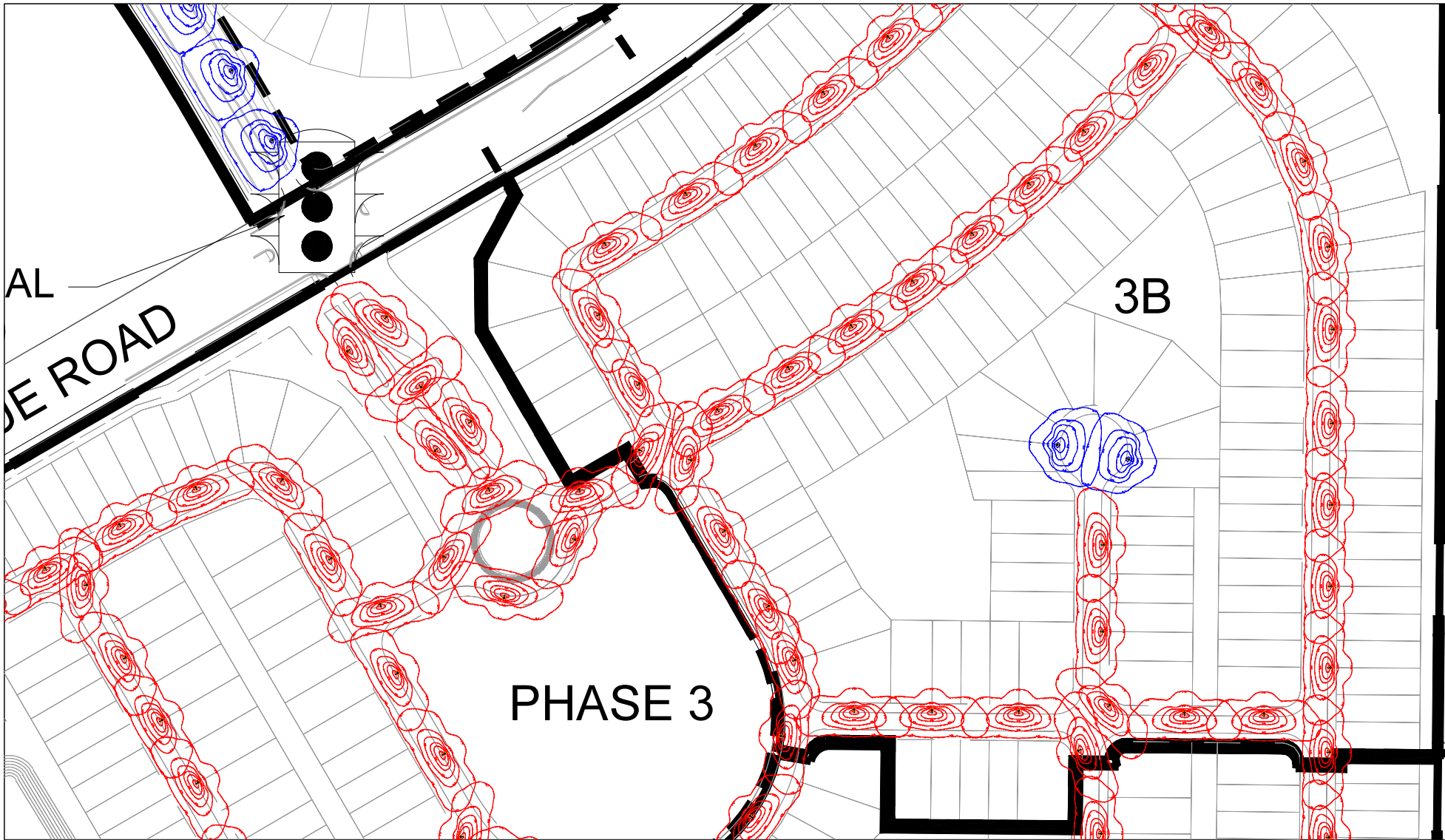
Site Lighting Plan #5

Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
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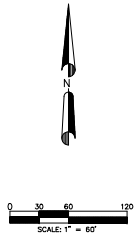
Designer
 Mohammed Shohebuddin
 Date
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 Scale
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 Drawing No.
WO-2
 2 of 8



Site Lighting Plan #6

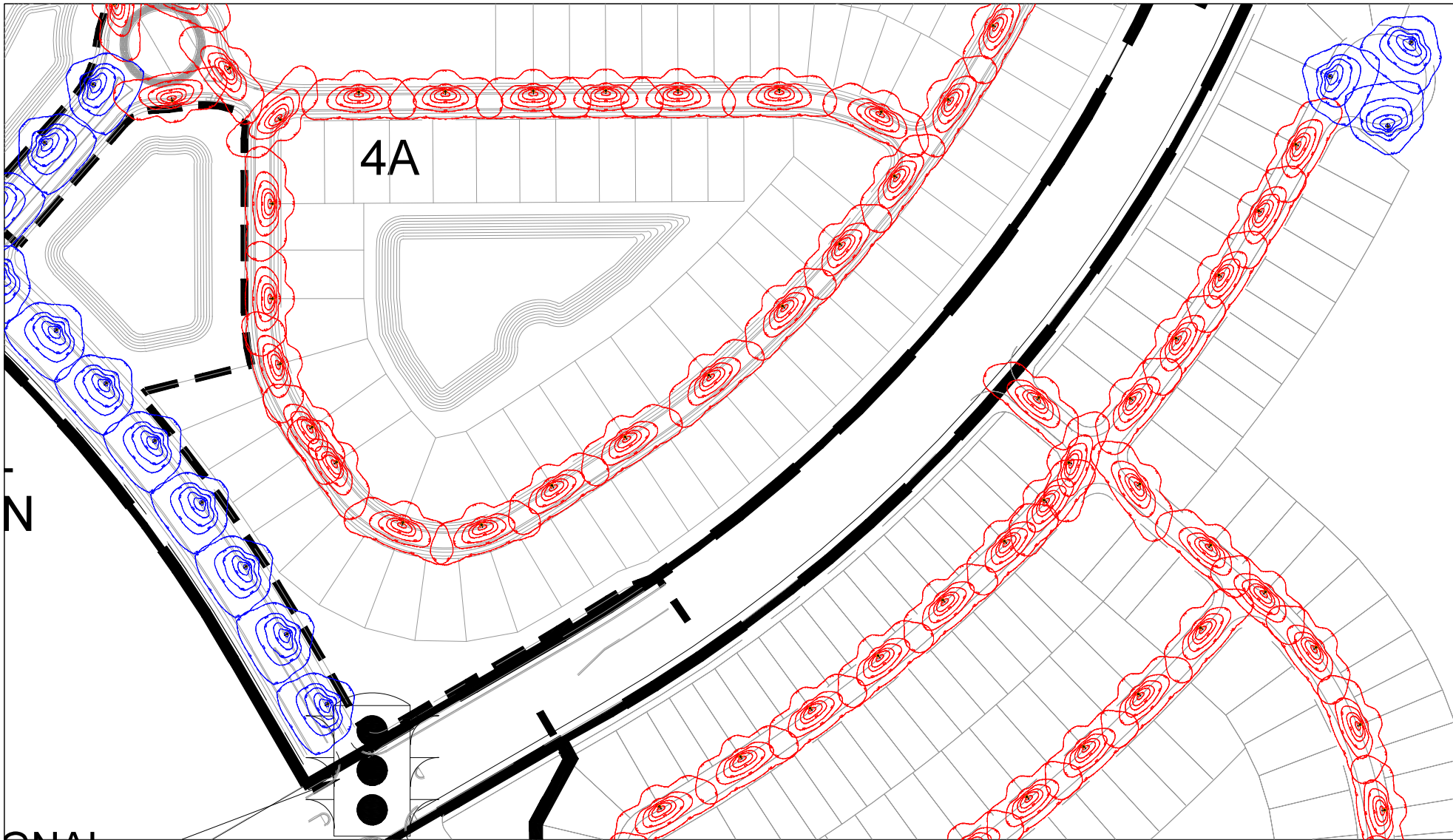
Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T3 (262) & RS2802460-Bilbao T4 (26)	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	288



Designer
Mohammed Shohebuddin
Date
March 2, 2028
Scale
1" = 60'
Drawing No.
WO-3
3 of 8

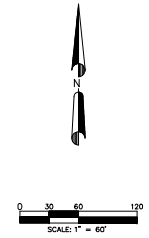
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Ocala, Florida

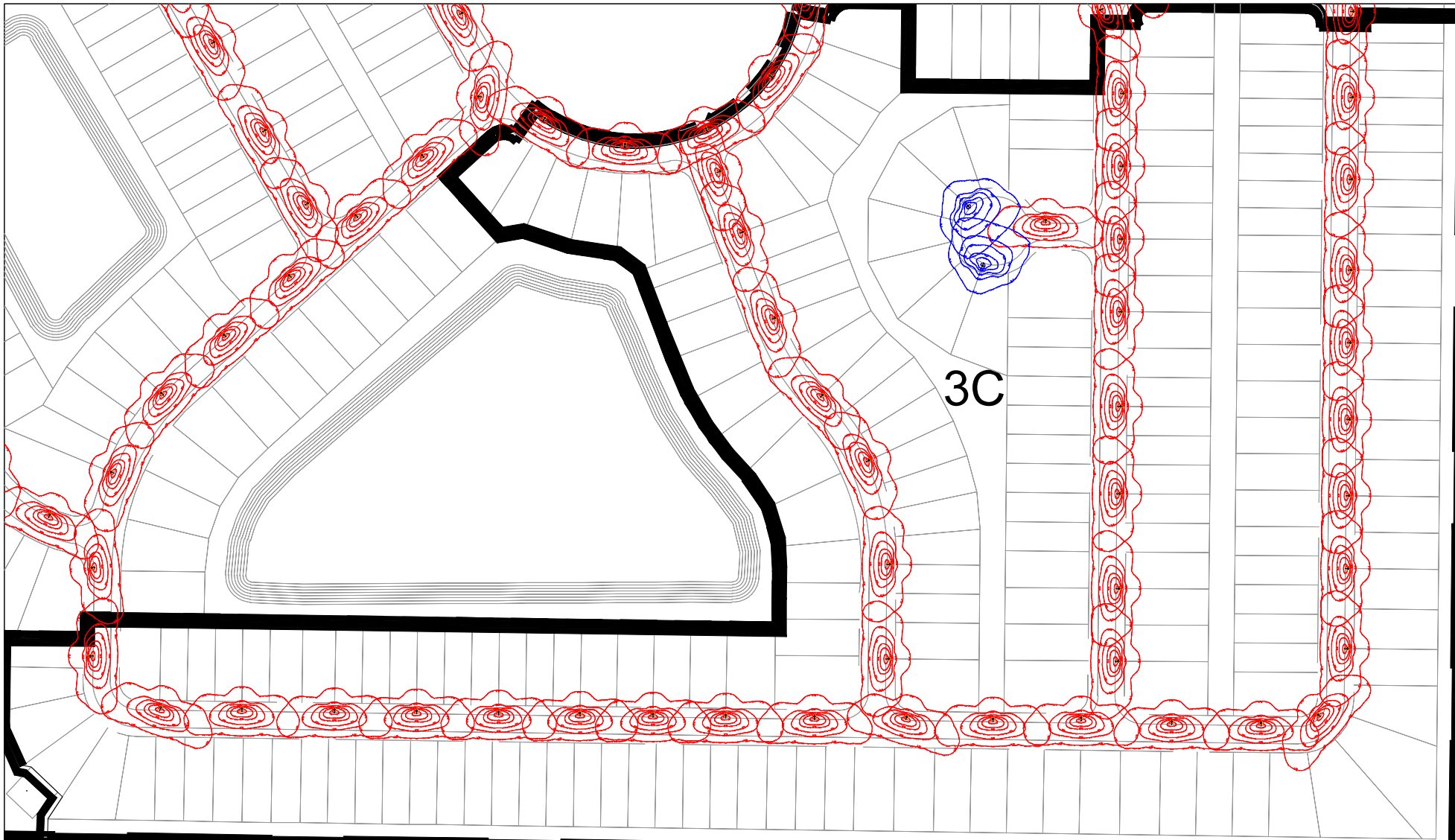


Site Lighting Plan #7

Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
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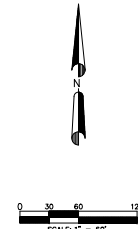




Site Lighting Plan #8

Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
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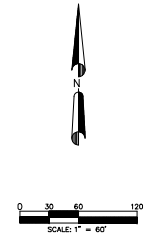
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35512-001-05
OWNER: SCHOOL
BOARD OF MARION
COUNTY
SCHOOL X SITE
20.0 ACRES

4A

Site Lighting Plan #2

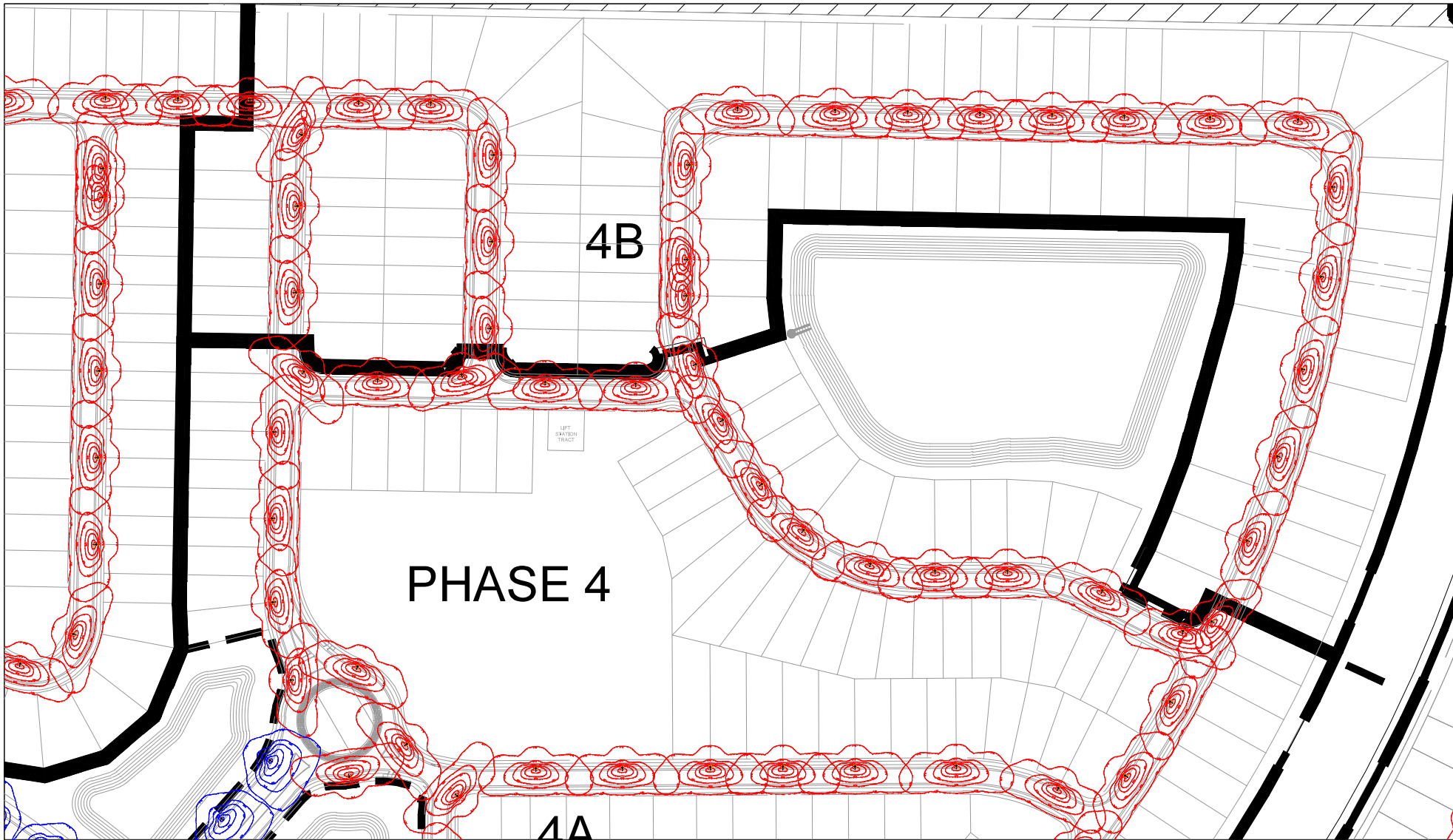
Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T3 (262) & RS2802460-Bilbao T4 (26)	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	288



Designer
 Mohammed Shohebuddin
 Date
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 Scale
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 Drawing No.
WO-6
 6 of 8

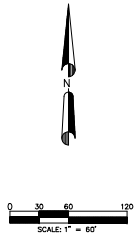
Winding Oaks Phase 4A
 Ocala, Florida



Site Lighting Plan #3

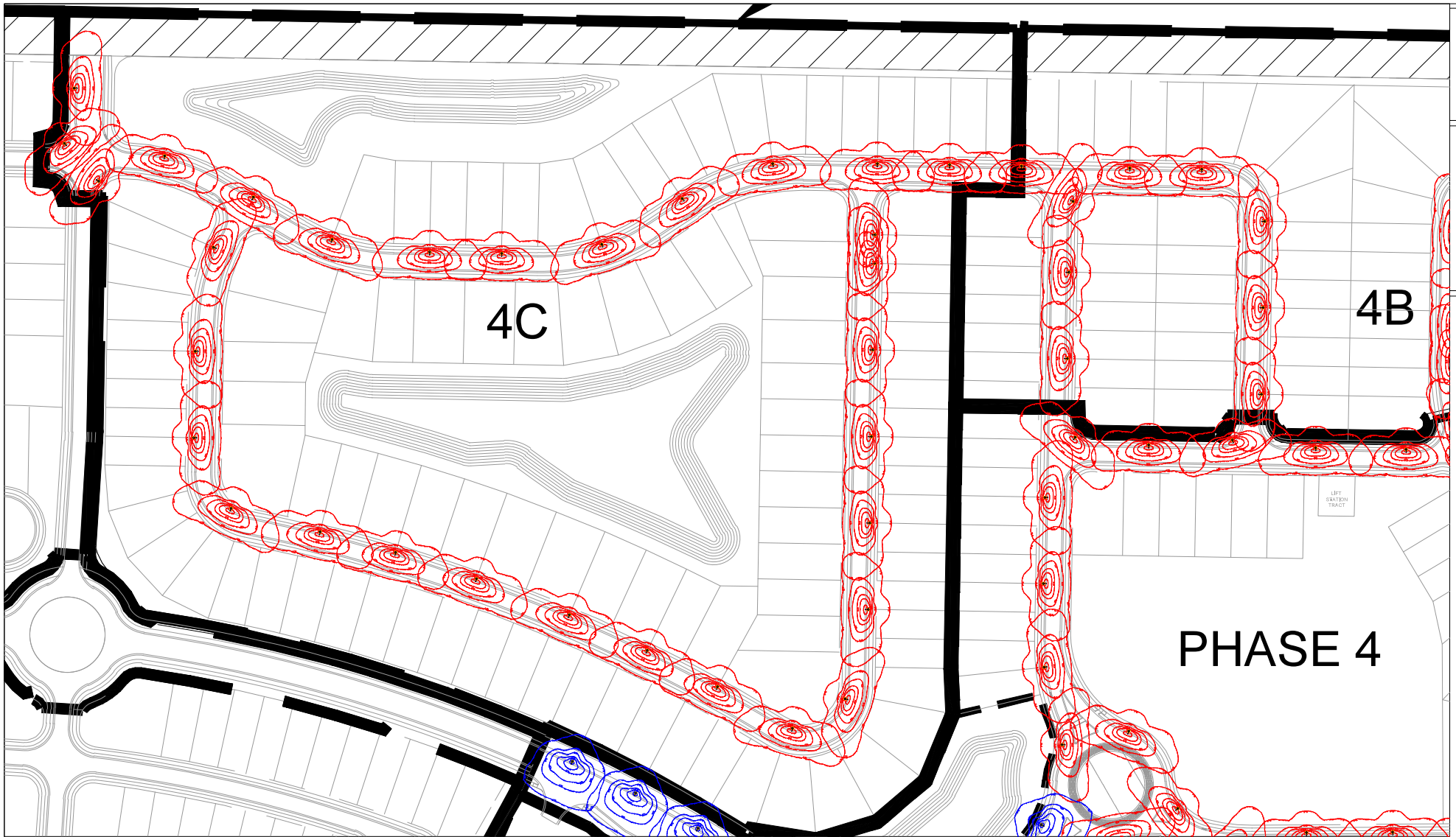
Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T3 (262) & RS2802460-Bilbao T4 (26)	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	288



Winding Oaks Phase 4B
 Ocala, Florida

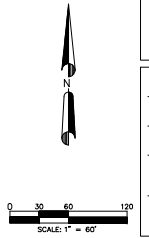
Designer
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 Date
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 Scale
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 Drawing No.
WO-7
 7 of 8



Site Lighting Plan #4

Luminaire list (Site 1)

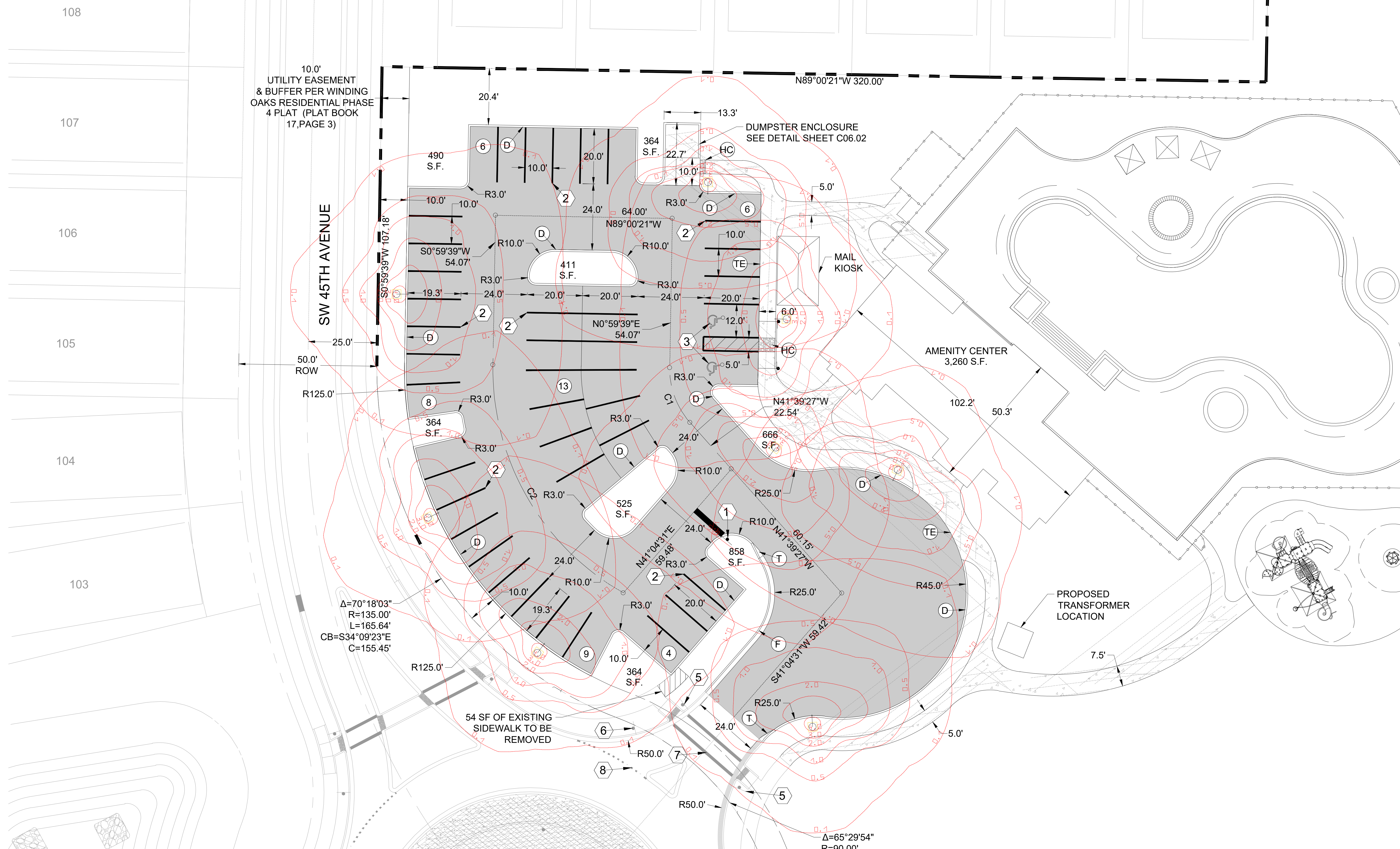
Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T3 (262) & RS2802460-Bilbao T4 (26)	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	288



Designer
 Mohammed Shohebuddin
 Date
 March 2, 2028
 Scale
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 Drawing No.
WO-8
 8 of 8

Winding Oaks Phase 4C
 Ocala, Florida

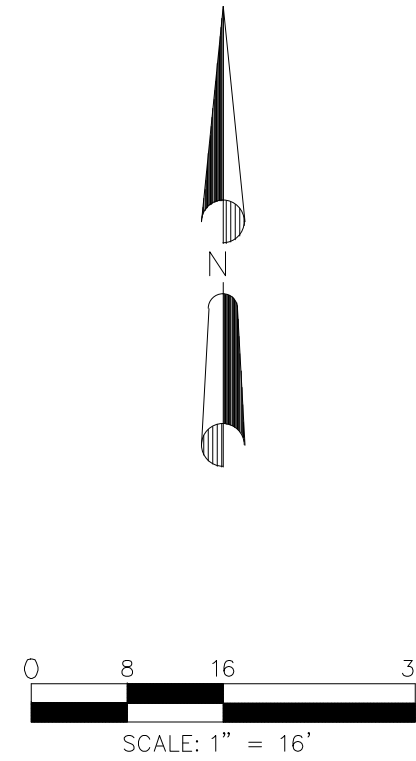
SIGNING & MARKING PLAN Oct 08, 2025
 via Kibase_Phase 4_Amenity xSitePlanNotes- 24237000
 herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates,



Site Lighting Plan #1

Luminaire list (Site 1)

Index	Manufacturer	Article name	Mounting Height	Fitting	Luminous flux	Maintenance factor	Connected load	Quantity
1	ClearWorld	RS2802460-Bilbao T4	16 Ft	1x Cree LEDs 3000K	6480 lm	1.00	40 W	8



Designer
 Mohammed Shohebuddin
 Date
 January 7, 2026
 Scale
 1" = 16'
 Drawing No.
 WO-1
 1 of 1

Winding Oaks Phase 4 Amenity Center
 Ocala, Florida

EXHIBIT 3 to Lighting Services Agreement

Duke Energy Florida, LLC (“DEF”), Customer Disclosure Authorization and Disclaimer

Duke Energy Florida, LLC, (“DEF”) Customer Disclosure Authorization and Disclaimer

Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

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AGREED TO AND ACKNOWLEDGED BY AUTHORIZED CUSTOMER REPRESENTATIVE BY SIGNATURE OR AFFIRMATIVE EMAIL REPLY:

Print Customer Name: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Unless otherwise noted, the consent applies to all accounts for the customer listed.

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2026**

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
ASSETS				
Cash	\$ 6,490	\$ -	\$ -	\$ 6,490
Investments				
Revenue	-	60,658	-	60,658
Reserve	-	363,960	-	363,960
Prepayment	-	4,066	-	4,066
Construction	-	-	45	45
Cost of issuance	-	872	-	872
Interest	-	2	-	2
Due from Landowner	16,818	40	-	16,858
Due from other	-	85,000	-	85,000
Total assets	<u>23,308</u>	<u>514,598</u>	<u>45</u>	<u>537,951</u>
 LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,216	\$ 40	\$ -	\$ 16,256
Due to Landowner	-	4,063	-	4,063
Accrued taxes payable	124	-	-	124
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>22,340</u>	<u>4,103</u>	<u>-</u>	<u>26,443</u>
 DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	16,818	-	-	16,818
Total deferred inflows of resources	<u>16,818</u>	<u>-</u>	<u>-</u>	<u>16,818</u>
 Fund balances:				
Restricted for:				
Debt service	-	510,495	-	510,495
Capital projects	-	-	45	45
Unassigned	(15,850)	-	-	(15,850)
Total fund balances	<u>(15,850)</u>	<u>510,495</u>	<u>45</u>	<u>494,690</u>
 Total liabilities and fund balances	<u>\$ 23,308</u>	<u>\$514,598</u>	<u>\$ 45</u>	<u>\$ 537,951</u>

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 34,694	\$ 304,340	11%
Total revenues	<u>-</u>	<u>34,694</u>	<u>304,340</u>	11%
EXPENDITURES				
Professional & administrative				
Supervisor	680	895	-	N/A
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	2,092	2,547	25,000	10%
Engineering	2,291	2,291	2,000	115%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	417	1,000	42%
EMMA software service	-	3,500	1,500	233%
Trustee*	-	3,800	5,500	69%
Telephone	17	83	200	42%
Postage	9	18	500	4%
Printing & binding	42	208	500	42%
Legal advertising	-	171	1,750	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,565	6,800	82%
Contingencies/bank charges	85	406	750	54%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,299</u>	<u>40,076</u>	<u>100,590</u>	40%
Field Operations				
Field operations managements	-	-	5,000	0%
Maintenance contract - ponds	-	-	5,000	0%
Repair and maintenance/pressure washing	-	-	3,000	0%
Landscaping maintenance	-	-	60,000	0%
Irrigation repairs	-	-	2,500	0%
Landscape contingency	-	-	5,000	0%
General maintenance	-	-	3,000	0%
Streetlighting	-	-	33,750	0%
Dogwaste stations	-	-	2,000	0%
Field operations contingency	-	-	10,000	0%
Utilities	-	-	4,500	0%
Property insurance	-	-	20,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>153,750</u>	0%
Total expenditures	<u>9,299</u>	<u>40,076</u>	<u>254,340</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(9,299)	(5,382)	50,000	
Fund balances - beginning	(6,551)	(10,468)	-	
Fund balances - ending	<u>\$ (15,850)</u>	<u>\$ (15,850)</u>	<u>\$ 50,000</u>	

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 346,896	0%
Lot closing	138,077	138,077	-	N/A
Assessment prepayments	-	8,000	-	N/A
Interest	1,305	7,334	-	N/A
Total revenues	<u>139,382</u>	<u>153,411</u>	<u>346,896</u>	44%
EXPENDITURES				
Principal	-	-	70,000	0%
Interest	1,161	138,861	275,400	50%
Total expenditures	<u>1,161</u>	<u>138,861</u>	<u>345,400</u>	40%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	138,221	14,550	1,496	
Fund balances - beginning	<u>372,274</u>	<u>495,945</u>	<u>487,036</u>	
Fund balances - ending	<u>\$ 510,495</u>	<u>\$ 510,495</u>	<u>\$ 488,532</u>	

**WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 1
Total revenues	-	1
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	1
Fund balances - beginning	45	44
Fund balances - ending	\$ 45	\$ 45

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Winding Oaks Community Development District held a Regular Meeting on February 9, 2026 at 10:00 a.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
Pete Williams	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:00 a.m.

Supervisors Beliveau, Disotell, Vaughn and Williams were present. Supervisor Fife attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Presentation of Second Supplemental Engineer' Report

39 Mr. Hill presented the Second Supplemental Engineer’ Report for the 2026 Project, also
40 known as the Assessment Area Two Project. He noted the following:

41 ➤ The Report covers the anticipated costs for Residential Phases 3B, 3C, 4B and 4C for a
42 total of 571 lots.

43 ➤ The Assessment Area Two improvements consist of stormwater management
44 improvements; roadways; water and wastewater systems; undergrounding of electrical
45 conduit; landscape/hardscape and irrigation improvements; off-site improvements at S.W. 56th
46 Street to serve the N.W. corner of the Phase 4 development, which would be constructed with
47 the Phase 4C driveway; professional fees; and contingency.

48 ➤ The Assessment Area Two Capital Improvement Plan (CIP) estimated project cost is
49 \$15,084,159. The Report in the agenda, outlining the CIP estimated project cost as \$15,098,159,
50 is outdated because the street lighting improvements and \$9,000 costs were removed from the
51 Report, per discussions with Mr. Earlywine and Mr. Szymonowicz, as well as \$5,000 for the Off-
52 Site Improvements², which is a total difference of \$14,000.

53 **On MOTION by Mr. Williams and seconded by Ms. Disotell, with all in favor,**
54 **the Second Supplemental Engineer’ Report, in substantial form, was approved.**

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57 **FOURTH ORDER OF BUSINESS**

**Presentation of Second Supplemental
Special Assessment Methodology Report**

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61 Mr. Torres presented the Preliminary Second Supplemental Special Assessment
62 Methodology Report for Assessment Area Two. He noted the following:

63 ➤ This is a Supplemental Report to the Master Special Assessment Methodology Report
64 and the First Supplemental Assessment Methodology Report, which were approved at the July
65 27, 2024 and September 9, 2024 meetings, respectively.

66 ➤ This Report presents the projections for the second bond issue to finance Assessment
67 Area Two, which consists of 571 residential units, and corresponds with the latest information
68 in the Engineer’s Report.

69 ➤ The Methodology Report states, “There is no doubt that the general public and owners
70 of the property outside of Assessment Area Two will benefit from the provision of the 2026
71 Project. The 2026 project provides infrastructure improvements, which are all necessary in

72 order to make the lands within Assessment Area Two within the Districts to be developable and
73 also saleable.”

74 ➤ The Development Program consists of 460.12+/- acres; Assessment Area Two accounts
75 for 123.71 +/- acres.

76 ➤ The CIP is estimated to total approximately \$15,084,159, a portion of which will be
77 financed with the proceeds of the Series 2026 Bond issuance.

78 ➤ The CDD anticipates the issuance of the bonds in the approximate principal amount of
79 \$16,500 million to finance approximately \$13,986,094.11 in Assessment Area Two Project costs.

80 Mr. Torres reviewed the pertinent information and discussed the Development
81 Program, CIP, Financing Program, Assessment Methodology, Benefit Allocation, Bond
82 Assessment Apportionment, lienability tests, and Appendix Tables 1 through 6.

83 **On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor,**
84 **the Second Supplemental Special Assessment Methodology Report for**
85 **Assessment Area Two, in substantial form, was approved.**

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88 **FIFTH ORDER OF BUSINESS**

89 **Consideration of Resolution 2026-01,**
90 **Authorizing the Issuance of Not Exceeding**
91 **\$20,000,000 Winding Oaks Community**
92 **Development District, Special Assessment**
93 **Bonds, Series 2026 (Assessment Area Two)**
94 **(the “Bonds”) to Finance Certain Public**
95 **Infrastructure Within the District for the**
96 **Benefit of a Designated Assessment Area**
97 **Referred to as Assessment Area Two;**
98 **Determining the Need for a Negotiated**
99 **Limited Offering of the Bonds and**
100 **Providing for a Delegated Award of Such**
101 **Bonds; Appointing the Underwriter for the**
102 **Limited Offering of the Bonds; Approving**
103 **the Form of and Authorizing the Execution**
104 **and Delivery of a Bond Purchase Contract**
105 **With Respect to the Bonds; Approving the**
106 **Form of and Authorizing the Execution and**
107 **Delivery of a Second Supplemental Trust**
108 **Indenture; Authorizing the Use of that**
109 **Certain Master Trust Indenture Dated as of**
110 **October 1, 2024 With Respect to the**
Bonds; Approving the Form of and

111 Authorizing the Distribution of a
 112 Preliminary Limited Offering
 113 Memorandum; Approving the Execution
 114 and Delivery of a Final Limited Offering
 115 Memorandum; Approving the Form of and
 116 Authorizing The Execution of a Continuing
 117 Disclosure Agreement, and Appointing a
 118 Dissemination Agent; Approving the
 119 Application of Bond Proceeds; Authorizing
 120 Certain Modifications to the Assessment
 121 Methodology Report and Engineer’s
 122 Report; Making Certain Declarations;
 123 Providing for the Registration of the Bonds
 124 Pursuant to the DTC Book-Entry Only
 125 System; Authorizing the Proper Officials to
 126 Do All Things Deemed Necessary in
 127 Connection With the Issuance, Sale and
 128 Delivery of the Bonds; and Providing for
 129 Severability, Conflicts and an Effective
 130 Date
 131

132 Mr. Sanford presented Resolution 2026-01, known as the Delegation Resolution, which
 133 accomplishes the following:

134 ➤ Sets forth certain parameters in connection with the execution of documents and
 135 authorizes the Chair or Vice Chair to execute a Bond Purchase Contract, provided the terms are
 136 within the parameters set forth, avoiding the need for a Special Meeting.

137 ➤ Authorizes up to \$20 million of special assessment bonds for Assessment Area Two. The
 138 amount is a conservative amount in the event market conditions change by the time the bonds
 139 are priced. The Board is not bound to issue that amount of bonds.

140 ➤ Approves certain documents, such as the Bond Purchase Agreement with FMSbonds,
 141 Inc., which will be executed once the bonds are marketed; the Preliminary Limited Offering
 142 Memorandum, Continuing Disclosure Agreement and a Second Supplemental Trust Indenture.

143 ➤ Authorizes additional changes to the Second Supplemental Engineer’s Report and the
 144 Second Supplemental Special Assessment Methodology Report, without the need for a Special
 145 Meeting.

146 **On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor,**
 147 **Resolution 2026-01, Authorizing the Issuance of Not Exceeding \$20,000,000**
 148 **Winding Oaks Community Development District, Special Assessment Bonds,**

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Series 2026 (Assessment Area Two) (the “Bonds”) to Finance Certain Public Infrastructure Within the District for the Benefit of a Designated Assessment Area Referred to as Assessment Area Two; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture; Authorizing the Use of that Certain Master Trust Indenture Dated as of October 1, 2024 With Respect to the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing The Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-02, Setting Forth the Specific Terms of the District’s Special Assessment Bonds, Series 2026; (Assessment Area Two); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update This Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Mr. Earlywine presented Resolution 2026-02, known as the Final Assessment Resolution, which is similar to the Delegation Resolution. This Resolution accomplishes the following:

193 ➤ Outlines the terms of the assessments to secure the Series 2026 Assessment Areas Two
194 bond issuance.

195 ➤ Approves the Second Supplemental Engineer’s Report and the Second Supplemental
196 Special Assessment Methodology Report that were just presented and delegates authority to
197 update the Reports and to reattach them after final pricing of the bonds.

198 ➤ Confirms the maximum assessment lien amount; addresses the allocation of the
199 assessments that are consistent with the Reports; and addresses impact fee credits, if any,
200 along with prepayment of assessments and True-Up payments.

On MOTION by Mr. Beliveau and seconded by Mr. Williams, with all in favor, Resolution 2026-02, Setting Forth the Specific Terms of the District’s Special Assessment Bonds, Series 2026; (Assessment Area Two); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update This Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Consideration of Issuer’s Counsel Documents

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Mr. Earlywine presented the following and stated the Board is familiar with the them:

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- 218 **A. Completion Agreement**
- 219 **B. Collateral Assignment Agreement**
- 220 **C. Declaration of Consent**
- 221 **D. Disclosure of Public Financing**
- 222 **E. Notice of Special Assessments**
- 223 **F. True-Up Agreement**

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, the Issuer’s Counsel Documents, including the Completion Agreement, Collateral Assignment Agreement, Declaration of Consent, Disclosure of Public Financing, Notice of Special Assessments and the True-Up Agreement, all in substantial form, were approved.

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EIGHTH ORDER OF BUSINESS

Consideration of FMSbonds, Rule G-17 Disclosure Letter

Mr. Torres presented the FMSbonds Rule G-17 Disclosure Letter.

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, the FMSbonds Rule G-17 Disclosure Letter, was approved.

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NINTH ORDER OF BUSINESS

Consideration of Interlocal Agreement Regarding Stormwater Pond Maintenance

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Mr. Earlywine presented the Interlocal Agreement and Exhibit regarding Stormwater Pond Maintenance, provided by Mr. Hill. He reviewed the provisions in the Agreement that give Marion County access to certain stormwater ponds to store stormwater off some of the County-owned major roads. It is also considered a cost-share Agreement and it obligates the District to undertake stormwater pond maintenance for ponds that exist or will exist in the future. He requested approval in substantial form.

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, the Marion County Interlocal Agreement Regarding Stormwater Pond Maintenance, in substantial form, was approved.

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Providing for Severability and an Effective Date [November 3, 2026 – Seats 3, 4 & 5]

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Mr. Torres presented Resolution 2026-03. Seats 3, 4 and 5, currently held by Pete Williams, Stephanie Vaughn and Greg Beliveau, will be up for election at the Landowners' Election.

On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, Resolution 2026-03, Designating the Date and Time of November 3, 2026 at 4:00 p.m., and at a Location to be determined by the Chair and the District Manager, for the Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date, was adopted.

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ELEVENTH ORDER OF BUSINESS

**Discussion/Consideration/Ratification:
Performance Measures/Standards &
Annual Reporting Form**

- A. October 1, 2024 – September 30, 2025 [Posted]**
- B. October 1, 2025 – September 30, 2026**

Mr. Torres stated these items were approved at a prior meeting and were included for informational purposes.

TWELFTH ORDER OF BUSINESS

Ratification Items

- A. Request to Transfer of Environmental Resource Permit to the Perpetual Operations Entity**
 - I. Phase 4A1 Residential**
 - II. Phase 3 Residential Modification**

On MOTION by Mr. Williams and seconded by Mr. Beliveau, with all in favor, the Request for Transfer of Environmental Resource Permit to the Perpetual Operations Entity for the Phase 4A1 Residential and the Phase 3 Residential Modification Projects, were ratified.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2025

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

FOURTEENTH ORDER OF BUSINESS

Approval of August 11, 2025 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Williams and seconded by Ms. Vaughn, with all in favor, the August 11, 2025 Public Hearings and Regular Meeting Minutes, as presented, were approved.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

309 **A. District Counsel: Kutak Rock LLP**

310 Discussion ensued regarding permits and confirming that all permits for Phase 4B have
311 been received and that mobilization will commence within the next 30 days.

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

313 There was no report.

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

- 315 • **NEXT MEETING DATE: March 9, 2026 at 10:00 AM**

- 316 ○ **QUORUM CHECK**

317 The next meeting will be on March 9, 2026, unless cancelled.

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319 **SIXTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

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321 Mr. Fife stated that DR Horton is opening its models this month. He asked if there are
322 any ponds or landscaping that might need to be maintained in that area. Ms. Vaughn stated she
323 is obtaining a landscape proposal from Red Tree and is updating the maintenance map to
324 identify CDD and HOA maintenance areas. The ponds were seeded, mulched and sodded and
325 are being considered part of the common area. The ponds were designed as dry ponds and are
326 mainly dry due to current weather conditions.

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328 **SEVENTEENTH ORDER OF BUSINESS**

Public Comments

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330 No members of the public spoke.

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332 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

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334 **On MOTION by Mr. Williams and seconded by, Ms. Vaughn Mr. Williams, with**
335 **all in favor, the meeting adjourned at 10.26 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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344 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

WINDING OAKS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WINDING OAKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Bellevue Community Center, 5615 SE 110th Place, Bellevue, Florida 34420

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2025 CANCELED	Regular Meeting	10:00 AM
November 10, 2025 CANCELED	Regular Meeting	10:00 AM
December 8, 2025 CANCELED	Regular Meeting	10:00 AM
January 12, 2026 CANCELED NO QUORUM	Regular Meeting	10:00 AM
February 9, 2026	Regular Meeting	10:00 AM
March 9, 2026 CANCELED	Regular Meeting	10:00 AM
April 13, 2026	Regular Meeting	10:00 AM
May 11, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	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
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2

Financial Reports

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

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

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

Achieved: Yes No

Goal 3.3

Annual Financial Audit

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

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

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

Achieved: Yes No

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date