

*Golden Gem  
Community Development District*

*Agenda*

*June 12, 2024*

# AGENDA

# *Golden Gem*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

June 5, 2024

Board of Supervisors  
Golden Gem Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Golden Gem Community Development District will be held **Wednesday, June 12, 2024 at 10:30 a.m. at the offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the March 13, 2024 Board of Supervisors Meeting and Acceptance of Minutes of the March 13, 2024 Landowners' Meeting
4. Consideration of Professional Engineering Agreement with Kimley-Horn & Associates, Inc.
5. Financing Matters
  - A. Presentation of Engineer's Report of Infrastructure & Improvements and Addendum
  - B. Presentation of Final First Supplemental Assessment Methodology for the Phase 1 Project
  - C. Consideration of Resolution 2024-36 Supplemental Assessment Resolution Series 2024
6. Consideration of Resolution 2024-37 Approving Purchase of Property
7. Consideration of Resolution 2024-38 Approving Assignment of Mass Grading Site Work Agreement and Acquisition of Partially Completed Improvements
8. Consideration of Resolution 2024-39 Approving Assignment of Infrastructure Site Work Agreement
9. Public Hearing
  - A. Consideration of Resolution 2024-40 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations
10. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement
11. **Adoption of District Goals and Objectives - Added**
12. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Ratification of Funding Requests #3 - #5
    - iv. Presentation of Number of Registered Voters - 1
    - v. Form 1 Filing Reminder - Due July 1<sup>st</sup>

13. Other Business
14. Supervisor's Requests
15. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Alyssa Willson, District Counsel  
Kevin Roberson, Interim District Engineer  
Misty Taylor, Bond Counsel  
Sete Zare, Underwriter  
Scott Schuhle, Trustee

Enclosures



# MINUTES

MINUTES OF MEETING  
GOLDEN GEM  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Golden Gem Community Development District was held Wednesday, March 13, 2024 at 10:30 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Craig Linton, Jr.	Chairman
H.M. Ridgely, III	Vice Chairman
Taylor Edwards	Assistant Secretary
Duane “Rocky” Owen	Assistant Secretary
George Hamner, Jr.	Assistant Secretary

Also, present were:

George Flint	District Manager
Alyssa Wilson <i>by phone</i>	District Counsel
Kevin Roberson <i>by phone</i>	District Engineer
Misty Taylor	Bond Counsel
Brett Sealy	Underwriter

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. Five Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint asked for any public comments. Hearing no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Supervisors**

Mr. Flint administered the oaths of office to the newly elected Supervisors. He explained that the Supervisors didn’t need to refile the disclosure forms, etc.

**B. Consideration of Resolution 2024-28 Canvassing and Certifying the Results of the Landowners’ Election**

Mr. Flint stated the Board sits as the canvassing Board for purposes of certifying the results of the Landowners' Election. He noted that the results of the Landowners' Election were Mr. Linton, Jr. had 200 votes, Mr. Edwards had 200 votes, Mr. Ridgely, III had 199 votes, Mr. Hamner, Jr. had 199 votes, and Mr. Owen had 199 votes.

On MOTION by Mr. Ridgely, III., seconded by Mr. Linton, Jr., with all in favor, Resolution 2024-28 Canvassing and Certifying the Results of the Landowners' Election, was approved.

**C. Election of Officers**

Mr. Flint stated each time there is an election, the statutes require them to elect Officers. At the Organizational meeting, they elected Mr. Linton, Jr. as the Chairman, Mr. Ridgely, III as the Vice Chairman, the other three Board members as Assistant Secretaries, Mr. Flint as Secretary, Ms. Burns as Treasurer, Ms. Costa as Assistant Treasurer, and Mr. Mossing, Sr. as Assistant Treasurer. The Board was able to choose to keep the same officers or reconsider officers.

**D. Consideration of Resolution 2024-29 Electing Officers**

Mr. Flint presented Resolution 2024-29 to the Board. The Board agreed to keep the officers the same.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Linton, Jr., with all in favor, Resolution 2024-29 Electing Officers Keeping Officers the Same, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the January 10, 2024 Meeting**

Mr. Flint presented the minutes of the January 10, 2024 meeting. He asked if the Board had any comments or corrections to the minutes. The Board preferred for the minutes to be summary moving forward.

On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, the Minutes of the January 10, 2024 Organizational Meeting and Board Direction for All Future Minutes to be Summary, were approved, as presented.

**FIFTH ORDER OF BUSINESS**

**Ranking of Proposals for District Engineering Services and Selection of District Engineer**

Mr. Flint stated that the District Engineering Services fall under the Consultants Competitive Negotiation Act (CCNA), which requires engineering, architectural and other related services to be bid out. He explained that they hired Kimley-Horn and Associates, Inc. as their interim District Engineer at the organizational meeting and authorized staff to issue an RFQ for engineering services. He further explained that they advertised it in the Orlando Sentinel and sent a copy of it to the interim District Engineer. They received one response from Kimley-Horn and Associates, Inc. He noted the Board has the option to reject and rebid because they only received one bid or they can accept the Kimley-Horn and Associates, Inc. proposal.

Mr. Flint stated that for the purposes of their records, they should have a scoring on the criteria even though there is only one response. He explained that they have a total of 100 points, which are broken out between the ability and adequacy of personnel, consultant’s past performance, geographic location, willingness to meet time and budget requirements, certified minority business enterprise (MBE), recent, current and projected workloads, and volume of work previously awarded to consultant by District. Mr. Flint asked Mr. Roberson if Kimley-Horn was MBE certified. Mr. Roberson responded that they were not MBE certified. In that case, Mr. Flint pointed out that for the MBE category, it would be zero. He added that it would make sense to go ahead and award all the points in the other categories so that they would get 95 points. The Board agreed.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Edwards, with all in favor, Ranking of Proposals for District Engineering Services with Kimley-Horn receiving 95 points, was approved.

**SIXTH ORDER OF BUSINESS**

**Public Hearings**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, the Public Hearing was Opened.

Mr. Flint asked for any public comments on the proposed rules. Hearing no public comments, the resolution was presented to the Board.

**A. Rules of Procedure**

**i. Consideration of Resolution 2024-30 Adopting the District’s Rules of Procedure**

Mr. Flint presented Resolution 2024-30 to the Board. He explained that the rules were included in the organizational meeting agenda when they set the public hearing, and they are in the agenda today. Ms. Wilson explained that the rules of procedure were in the same form that they recommend all of their Districts and special Districts adopt. She further explained that this ensures they have procedures in place to meet and abide by the statutory requirements for the District as well as having procedures governing the holding of their Board meetings. Mr. Flint asked for any questions from the Board on the proposed rules or the resolution. Hearing no questions,

On MOTION by Mr. Ridgely, III, seconded by Mr. Hamner, Jr., with all in favor, Resolution 2024-30 Adopting the District's Rules of Procedure, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Ridgely, III, seconded by Mr. Hamner, Jr., with all in favor, the Public Hearing was Closed.

**B. Uniform Method of Collection**

Mr. Flint stated this was the 197 hearing, which allows the District to use the tax bill as the collection method for their debt and O&M assessments. He asked to open the 197 hearing.

On MOTION by Mr. Edwards, seconded by Mr. Hamner, Jr., with all in favor, the Public Hearing was Opened.

Mr. Flint stated this hearing was set at the organizational meeting and it allows for them to use the tax bill as the collection method, which is called the Uniform Method of Collection. He explained that in order to do that, they have to run four notices in the newspaper in four consecutive weeks and hold the hearing. Going forward they can interface with the property appraiser and tax collector to put the assessments on the tax bill. He asked for any public comments. Hearing no public comments, the resolution was presented to the Board.

**i. Consideration of Resolution 2024-31 Expressing the District's Intent to Utilize the Uniform Method of Collection**

Mr. Flint presented Resolution 2024-31 to the Board. Ms. Wilson noted that this resolution enables them to utilize the tax roll, but it does not require them to do so. She added that

it was good to go ahead and have this in place to be ready to utilize it as their areas are ready to be collected on the tax bill. As part of that process, they will be approving an assessment roll later in each fiscal year, which enables them to utilize the tax bill when they want to do so.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Resolution 2024-31 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

Mr. Flint asked for a motion to close the 197 hearing.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Ridgely, III., with all in favor, the Public Hearing was Closed.

**C. Fiscal Year 2024 Budget**

Mr. Flint asked to open the public hearing to consider adoption of the Fiscal Year 2024 budget.

On MOTION by Mr. Edwards, seconded by Mr. Ridgely, III, with all in favor, the Public Hearing was Opened.

Mr. Flint asked for any public comments on the Fiscal Year 2024 budget or the Resolution 2024-32. Hearing no public comments, the Resolution 2024-32 was presented to the Board.

**i. Consideration of Resolution 2024-32 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations**

Mr. Flint stated this was just an administrative budget at this point. He explained that the Fiscal Year 2024 started on October 1, 2023 and runs through September 30, 2024. He noted that the Board approved a proposed budget at the organizational meeting and they set today for the public hearing for final consideration. The budget attached to this resolution is a prorated administrative budget and it contemplates that it would be funded through a Developer Funding Agreement, which is already in place and was approved at the organizational meeting. He noted that in lieu of assessments, they are operating under a Funding Agreement. He explained that the developer is only responsible for the actual costs, not the budgeted costs.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Resolution 2024-32 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations, was approved.

Mr. Flint asked for a motion to close the budget hearing.

On MOTION by Mr. Edwards, seconded by Mr. Hamner, Jr., with all in favor, the Public Hearing was Closed.

**D. Levying Assessments**

Mr. Flint asked for a motion to open the assessment hearing.

On MOTION by Mr. Ridgely, III, seconded by Mr. Hamner, Jr., with all in favor, the Public Hearing was Opened.

**i. Consideration of Master Engineer’s Report**

Ms. Wilson asked Mr. Flint to confirm that the proper notice was given to the landowners in writing and by publication as required by Chapters 170, 190 and 197 Florida Statutes. Mr. Flint confirmed that they did a 30-day mailed notice and they ran two notices in the newspaper. Ms. Wilson asked Mr. Flint if the mailed notice was to the property owner that owned all the property within the District. Mr. Flint responded yes; it was to Kelly Park VB Development. He explained that they closed on all the property before the mailed notice went out and the mailed notice went to them as the owner of all the lands within the District.

Ms. Wilson explained that the purpose of this public hearing was to consider public comment on the District’s intent to levy the Master Special Assessments that are required as security for repayment in order for the District to issue special assessment bonds and the proceeds will be used to fund the District’s infrastructure improvements. In order for the special assessments to be valid, there must be a special benefit from the improvements, and they must be reasonably apportioned. She stated at this time, it would be appropriate for the District Engineer to present an overview of this report explaining the planned infrastructure improvements and costs estimates and identifying any changes or modifications made after the January 10, 2024 Board meeting.

Mr. Roberson stated they initially proposed a single phase of all of the bonds. In the revised report they determined they wanted to split it into at least two phases. On page 87 of his report, they created a Phase One project. He reviewed what the Phase One project consists of and stated that the total amount is \$33,135,501, which leaves \$34,000,000 for future projects. Ms. Wilson noted the overall Capital Improvement Plans did not change.

Ms. Wilson asked Mr. Roberson if the cost estimates in his Engineer’s Report were reasonable and proper. Mr. Roberson responded that the cost estimates were reasonable and

proper. Ms. Wilson asked Mr. Roberson if there was any reason the project could not be carried out by the District. Mr. Roberson responded no, not to his knowledge.

### **ii. Consideration of Master Assessment Methodology Report**

Mr. Flint presented the Master Assessment Methodology report providing an overview of the report and explaining the special benefit the lands will receive for the reasons the assessments are appropriate. He also explained why the assessments were in the District's best interest. He reviewed the tables that started on page 212 of the PDF. Table 1 reflected the development plan as taken from the Engineer's Report. It included the following product types: hotel, multifamily, single family, and commercial. They assigned ERU factors to each product type for a total of 2,464.89 ERUs and 3,289.89 units. Table 2 is the Capital Improvement Plan, and the total cost is \$67,495,558. Table 3 is a conservative bond sizing and it's intended to give the District flexibility when they go to market to actually price. Table 4 demonstrates the allocation of benefit based on the improvement costs per unit. Table 5 shows the allocation of total benefit/par debt to each product type. Table 6 is the par debt and annual assessments for each product type. Table 7 is the preliminary assessment roll reflecting the various parcels within the boundaries of the CDD and showing what the allocation of debt is on each one and what the assessment amounts would be.

Ms. Wilson asked if the lands receive special benefits from the Capital Improvement Plan. Mr. Flint responded yes. Ms. Wilson asked if the special assessments were reasonably apportioned among the lands subject to the special assessment. Mr. Flint responded yes. Ms. Wilson asked if it was reasonable, proper, and just to assess the costs of the Capital Improvement Program against the lands in the District in accordance with their methodology which results in the special assessments that is set forth on the final assessment roll. Mr. Flint responded yes. Ms. Wilson asked Mr. Flint if it was his opinion that the special benefits the lands will receive is set forth on the final assessment roll will be equal to or in excess of the maximum special assessments when allocated as set forth in the methodology. Mr. Flint responded yes. Ms. Wilson asked Mr. Flint if it was his opinion that it was in the best interest of the District that the maximum special assessments be paid and collected in accordance with the methodology and the District that is set forth by the resolution to the extent the bonds are issued for such amount. Mr. Flint responded yes.

### **iii. Public Comment & Testimony**



Ms. Wilson confirmed that they did have the motion of opening a public hearing and there were no public comments. Mr. Flint confirmed that was correct. He asked again if there were any public comments or testimony. Hearing none, Resolution 2024-33 was reviewed by Ms. Wilson.

**iv. Consideration of Resolution 2024-33 Levying Assessments**

Ms. Wilson stated that Resolution 2024-33 was in fairly standard form required by the Florida Statutes. She explained that this resolution identifies the Board’s authority to adopt the resolution and it makes certain findings based on the steps taken to date as well as the evidence presented at today’s hearing. She noted that the resolution authorizes the project that is set forth in the Engineer’s report dated February 2024. The resolution also approves the cost of the project and the costs to be paid by the special assessments. It equalizes, approves, confirms, and levies the special assessments. It provides for the finalization of the special assessments in the future when the project is complete. It provides for the payment of the special assessments and the method of collection of such assessments. It deals with the allocation of special assessments securing the bonds. It identifies the True-Up process and the application of True-Up payments. The maximum debt allocation triggering True-Up payments will be established in the Supplemental Assessment Methodology. It provides that certain property owned by any government and certain property owner associations are exempt from assessments. It provides for the recording of an assessment noticed in the public records. She offered to answer any questions regarding the resolution.

On MOTION by Mr. Ridgely, III, seconded by Mr. Hamner, Jr., with all in favor, Resolution 2024-33 Levying Assessments, was approved.

Mr. Flint asked for a motion to close the budget hearing.

On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, the Public Hearing was Closed.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Supplemental Assessment Methodology – ADDED**

Mr. Flint stated they would like for the Board to approve in substantial form a version of the Supplemental Assessment Methodology. Going forward, the Bond Delegation Resolution will give them the ability to make modifications to the supplemental report as needed prior to pricing. He explained the process. First, they approve a master methodology, which creates a master lien

on the project. Then, a supplemental methodology is prepared. It's included in the offering memorandum when MBS is marketing the bonds. Once the bonds are actually priced, the supplemental report is finalized with the final terms, interest rate, etc. Then, it will come back to the Board. He noted that the Delegation Resolution gives them the authority to take all actions they need to get the bonds issued. Finally, they will ratify after the actions of the Board and staff.

Mr. Flint reviewed through the report. Table 1 showed the number of units reflected that would be subject to these assessments. Table 2 is the Capital Improvement Plans for the Phase One portion and it's \$33,135,501. Table 3 is bond sizing, and it closely aligns with where they think the market will be. He added that the interest rates were subject to their underwriter and the actual pricing. Table 4 shows the improvement costs per unit for the Phase One projects. Table 5 is the par debt per unit. Table 6 is the annual assessments. Table 7 is the preliminary assessment roll reflecting those readvised assessments. He noted that they were going to ask the Board to approve this in substantial form subject to the addition of some language addressing the expansion parcels. He explained that right now they have the units included for the expansion parcels, but those aren't actually in the District at this point. They will need to make an adjustment for that. They will also need to make an adjustment and a reference to the impact fee. It was clarified that the units for the expansion parcel are not currently included in the assessment. Mr. Flint pointed out that he was mentioning these things because they want the Board to approve this in substantial form contemplating the fact that they are going to have to make some adjustments to the report. He noted that it would all come back to the Board for final approval. He asked for any questions.

On MOTION by Mr. Linton, Jr., seconded by Mr. Edwards, with all in favor, the Supplemental Assessment Methodology, was approved in substantial form.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-34 Bond Delegation Resolution**

- A. Exhibit A: Form of First Supplemental Trust Indenture**
- B. Exhibit B: Form of Bond Purchase Contract**
- C. Exhibit C: Form of Preliminary Limited Offering Memorandum**
- D. Exhibit D: Form of Continuing Disclosure Agreement**
- E. Exhibit E: Form of Acquisition Agreement**
- F. Exhibit F: Form of Collateral Assignment**
- G. Exhibit G: Form of Completion Agreement**
- H. Exhibit H: Form of True-Up Agreement**

Ms. Taylor presented Resolution 2024-34 to the Board. She explained that this was the Board’s action that will authorize the issuance of the bonds and delegate authority to the Chairman, Vice Chairman, and other Board members to sign everything that needs to be signed in order to get the bonds priced and issued. She stated when they come back for their next Board meeting, they will have the closing where they will sign all the documents and have the funding. There was a question for an estimate of when that date might be. Ms. Taylor responded that the end of April was the current timeline. She noted that this was authorizing not to exceed \$50,000,000 in bonds. The bond proceeds will be used to fund the Phase One project as well as to fund their reserve, capitalized interest and pay the cost associated with issuing the bonds. She pointed out that the documents attached to this resolution were all being approved in substantial form. She provided a brief description of the exhibits and the purpose of each one. After providing a description of Exhibits A through D, Ms. Taylor explained that Exhibits E through H were ancillary agreements and were grouped together. These are the various agreements between the District, the landowner and the development manager. Ms. Wilson provided descriptions of the ancillary agreements, Exhibits E through H. After discussion, Ms. Taylor noted in addition to approving all the documents in substantial form, this resolution also authorizes them to continue to tweak the reports that they just approved. There was a comment by a Supervisor on an affirmative statement in the Preliminary Limited Offering Memorandum that is a risk element. The statement was that the bond proceeds are not sufficient to finance the completion of Phase One and that the landowner is supposed to step in, but there is no assurance the landowner will be able to pay for those. Ms. Taylor responded that this document was a work in progress. She stated they would look at this statement of concern and pointed out that this was why they had the Completion Agreement in place as a backstop.

Mr. Sealy stated that they were working towards finalizing documents with the intent to mail an offering document on the backside of the validation hearing scheduled for the 21<sup>st</sup>.

On MOTION by Mr. Ridgely, III., seconded by Mr. Edwards, with all in favor, Resolution 2024-34 Bond Delegation Resolution, was approved in substantial form.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-35  
Approving the Proposed Fiscal Year 2025  
Budget and Setting a Public Hearing**

Mr. Flint stated this resolution approves a proposed budget for Fiscal Year 2025. They approved the budget for the current year, which runs through September of this year. He stated that the Board needs to approve a proposed budget for FY 2025 starting on October 1<sup>st</sup> and set a public hearing for consideration of that budget. They are recommending June 12<sup>th</sup>. He added that likely they would cancel the main meeting and have the budget hearing for FY 2025 on June 12<sup>th</sup> at 10:30 a.m. in this office. He stated that they still have an administrative budget at this point and it's for a full 12 months. He also stated that the administrative budget includes some expenses that were not in the other budget. It contemplates a Developer Funding Agreement. He added that this could be changed, and they wouldn't actually be adopting the budget until the June meeting.

On MOTION by Mr. Linton, Jr., seconded by Mr. Hamner, Jr., with all in favor, Resolution 2024-35 the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing, was approved.

**TENTH ORDER OF BUSINESS**

**Consideration of Agreement Regarding Covenants and Restrictions with Kelly Park VB Development, LLC**

Ms. Wilson stated that they have been working with their development real estate counsel regarding some of the covenants and restrictions within the community. She noted that they were still trying to finalize the determination of how the improvements within the District were going to be maintained, but they built in language allowing for the concepts in their covenants and restrictions that were prepared by their development counsel team and it references a potential agreement between the parties. In order to finalize and record those covenants and restrictions, they need to enter into an agreement with the association. This memorializes the potential for that partnership and essentially backs up the statements that are in the covenants and restrictions. She explained that this was in no way obligating either entity to maintain. She further explained that it just acknowledges the ability of either party to maintain those improvements. She pointed out that they still had a comment in this version, but she will delete that comment for the final execution version of those documents. They received no comments from the declarant.

On MOTION by Mr. Edwards, seconded by Mr. Ridgely, III, with all in favor, the Agreement Regarding Covenants and Restrictions with Kelly Park VB Development, LLC, was approved in substantial form.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. CDD Ethics Training Requirement**

Ms. Wilson stated that in the 2023 legislative session, they added CDD members as another group that needs to comply with the annual ethics training requirements. The Commission on Ethics is providing free training. They need to complete four hours of ethics training at any point over this upcoming calendar year by December 31<sup>st</sup>. The Board members need to self-report on the 2025 Form 1. This ethics training is only for Board members.

**B. Engineer**

There being no comments, the next item followed.

**C. District Manager’s Report**

**i. Balance Sheet and Income Statement**

Mr. Flint reviewed the unaudited financial statements through the end of February. He asked for any questions. There was no action required.

**ii. Ratification of Funding Request #2**

Mr. Flint reviewed Funding Request #2, which has been sent to the developer under the Funding Agreement.

On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, Jr., with all in favor, Funding Request #2, was ratified.

**TWELFTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being no comments, the next item followed.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Hamner, Jr., seconded by Mr. Linton, Jr., with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



MINUTES OF MEETING  
GOLDEN GEM  
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Golden Gem Community Development District was held Wednesday, March 13, 2024 at 10:30 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present were:

Craig Linton, Jr.  
H.M. Ridgely, III  
Taylor Edwards  
Duane "Rocky" Owen  
George Hamner, Jr.  
George Flint  
Alyssa Wilson *by phone*  
Kevin Roberson *by phone*

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units Represented**

Mr. Flint stated that they had a landowner proxy from Kelly Park VB Development, LLC naming Taylor Edwards as the proxy holder representing all 200 votes within the District. There is 199.869 acres.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Flint called the Landowner meeting to order.

**THIRD ORDER OF BUSINESS**

**Election of Chairman for the Purpose of Conducting a Landowners' Meeting**

Mr. Flint asked Mr. Edwards for purposes of the Landowner meeting if he would designate him as the Chair to walk them through the agenda. Mr. Edwards agreed.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Positions of Supervisors (5)**

Mr. Flint stated all five seats were up for election and Mr. Edwards provided his ballot nominating Mr. Craig Linton, Jr., Mr. Taylor Edwards, Mr. H.M. Ridgely, III, Mr. George Hamner, Jr. and Mr. Duane "Rocky" Owen.



**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Flint stated Mr. Edwards cast 200 votes for Mr. Linton, Jr., 200 votes for Mr. Edwards, and 199 votes for Mr. Ridgely, III, Mr. Hamner, Jr., and Mr. Owen.

**SIXTH ORDER OF BUSINESS**

**Tabulation of Ballots and Announcement of Results**

Mr. Flint stated Mr. Linton, Jr. and Mr. Edwards will serve four-year terms and the other three Supervisors will serve two-year terms.

**SEVENTH ORDER OF BUSINESS**

**Landowners' Questions and Comments**

Hearing no comments or questions, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint adjourned the meeting.

# SECTION IV

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**Golden Gem Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Apopka, Orange County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**Kimley-Horn and Associates, Inc.**, a North Carolina corporation, with a mailing address of 445 24th Street, Suite 200, Vero Beach, Florida 32960 (the “**Engineer**”).

**RECITALS**

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

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

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

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

**WHEREAS**, on May 2, 2024, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction phase services, environmental management and permitting, opinions of probable costs reports and studies, as defined by a separate work authorization or work authorizations; and

**Deleted:** administration  
**Deleted:** financial and economic

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

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

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

**ARTICLE 2. SCOPE OF SERVICES.**

A. The Engineer will provide general engineering services for the District, including:

1. Preparation of any necessary reports and attendance at meetings of the Board.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:

1. Periodic visits to the site, or full time construction observation of District projects which Engineer has designed, as directed by District.
2. Processing of contractors' pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
4. Final inspection and requested certificates for construction, including the final certificate of construction.
5. Consultation and advice during construction as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions

**Deleted:** management

**Commented [TL1]:** Prefer not to reference contracts we are not a party to and have not had a chance to review.

**Deleted:** , including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named

**Commented [TL2]:** We typically don't provide services related to maintenance. Can you please describe what these possible tasks might include?

or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

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

**A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly, within 30 days after the District’s receipt of Engineer’s invoice, in direct proportion to the work performed. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

**Commented [TL3]:** Work may not be "completed" or "accomplished" each month based on the types of services we are performing.

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**B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization. The rates outlined in Exhibit B are subject to yearly increase in the ordinary course of Engineer’s business.

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

**A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

**B.** Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**Commented [TL4]:** I thought CCNA dictates a cap for terms of these agreements and renewal thereof - can you please clarify/confirm?

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, ~~creation, inventions, reports, or~~ other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be unreasonably withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product, provided that any modifications by the District to any of the Engineer’s documents, or any reuse of the documents without written authorization by the Engineer will be at the District’s sole risk and without liability to the Engineer. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.
- C. ~~To the extent the services performed under this Agreement produce or include~~ copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The

**Deleted:** programs, software,

**Commented [TL5]:** Removing the reference to software as we have internal software programs we’ve developed for general use with many clients, that we may or may not use for the CDD’s benefit, which we would have to negotiate a separate software licensing agreement for if we were to use them on one of your projects.

**Deleted:** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. ...

Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

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

**ARTICLE 11. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 12. INSURANCE.**

A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B. All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law.
- C. The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any non-renewal or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**ARTICLE 13. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 14. AUDIT.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District’s records retention policy, whichever comes later.

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**ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable, published laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction which are in effect at the time the services are performed. If the Engineer fails to notify the District in writing within thirty (30) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency thirty (30) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**Deleted:** five (5)

**Commented [TL6]:** We usually don't get these notices as quickly as you might (could be sent to our corporate office or another office and take a while to make its way to us, etc.), so we'd like to give ourselves time to comply with the notices.

**Deleted:** within five (5)

**ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances performing the same or similar services in the same locality at the time the services are provided ("Standard of Care"). Any designs, drawings, reports, or specifications prepared or furnished by Engineer that fail to meet the Standard of Care will be promptly corrected by Engineer at no cost to the District.

**Deleted:** contain errors, conflicts, or omissions

**ARTICLE 17. INDEMNIFICATION.**

**A.** The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend (except against professional liability claims), and hold harmless the District and the District's officers, supervisors, staff, and employees (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's employee, subconsultants, and sub-subconsultants. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, Engineer's liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

**Deleted:** (except against professional liability claims)

**Commented [TL7]:** Representative or agents could be other District-hired consultants or contractors that we shouldn't be responsible to indemnify

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**Deleted:** contractors, subcontractors, and

**Deleted:** contractors

**Deleted:** For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

**B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would

otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable under F.S. 725.08, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

**ARTICLE 18. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 19. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**Deleted:** The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. ....

**ARTICLE 20. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Orange County, Florida.

**ARTICLE 21. NOTICE.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Engineer:** Kimley-Horn and Associates, Inc.  
445 24th Street, Suite 200  
Vero Beach, Florida 32960  
Attn: \_\_\_\_\_

**B. If to District:** Golden Gem Community  
Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:**

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

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

**ARTICLE 22. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSOFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**ARTICLE 23. NO THIRD PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**ARTICLE 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 25. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 26. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 27. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 28. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 29. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 30. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any

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termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered up to the effective date of termination, subject to any offsets.

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**ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 32. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

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**ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 34. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

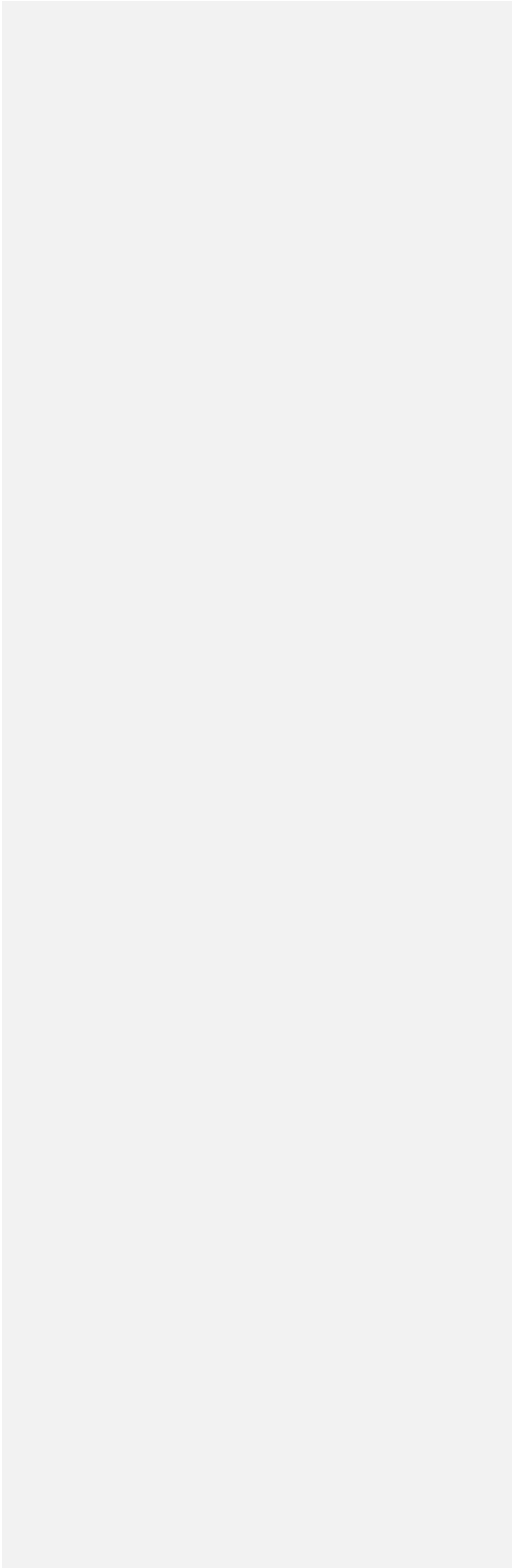
**ARTICLE 35. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT.** Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

*[SIGNATURES ON NEXT PAGE]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Attest:**

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

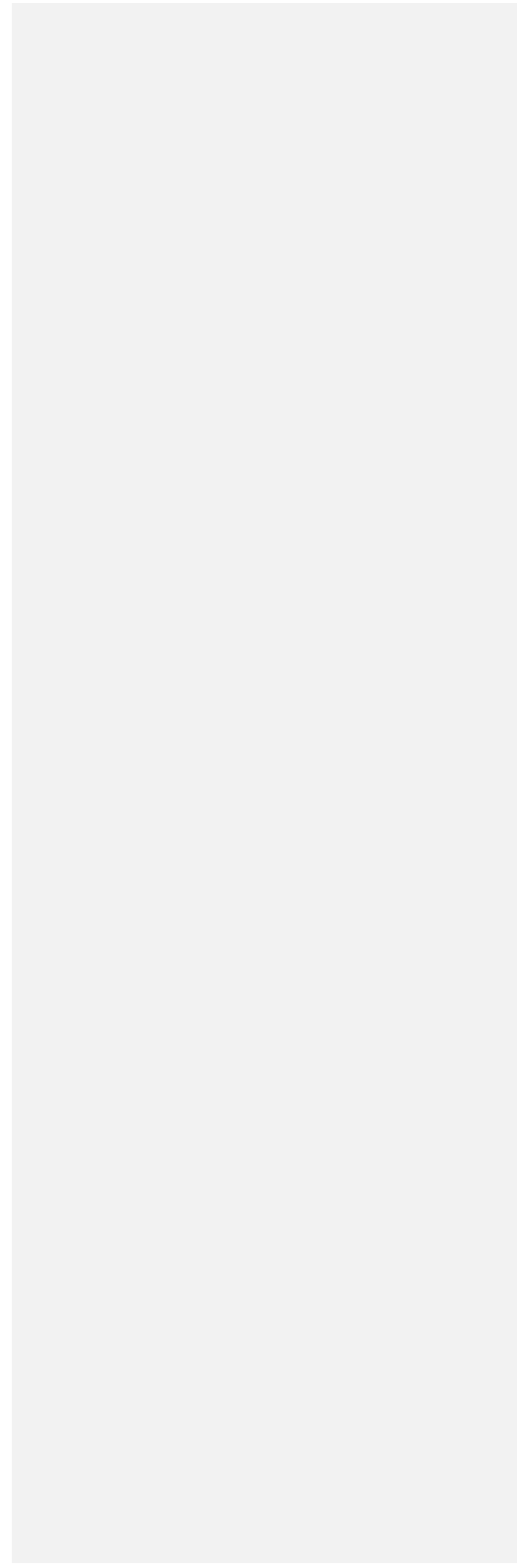
\_\_\_\_\_  
Chairperson / Vice Chairperson,  
Board of Supervisors

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Witness

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

**EXHIBIT A:** Form of Work Authorization  
**EXHIBIT B:** Rate Schedule



**Exhibit A**  
**Form of Work Authorization**  
\_\_\_\_\_, 2024

Golden Gem Community Development District  
City of Apopka, Orange County, Florida

Subject: **Work Authorization Number** \_\_\_\_  
**Golden Gem Community Development District**

Dear Chairperson, Board of Supervisors:

Kimley-Horn and Associates, Inc. (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Golden Gem Community Development District (the “District”). We will provide these services pursuant to our current agreement dated March \_\_\_\_, 2024 (“Engineering Agreement”) as follows:

**I. Scope of Work**

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

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

Thank you for considering Kimley-Horn and Associates, Inc.. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

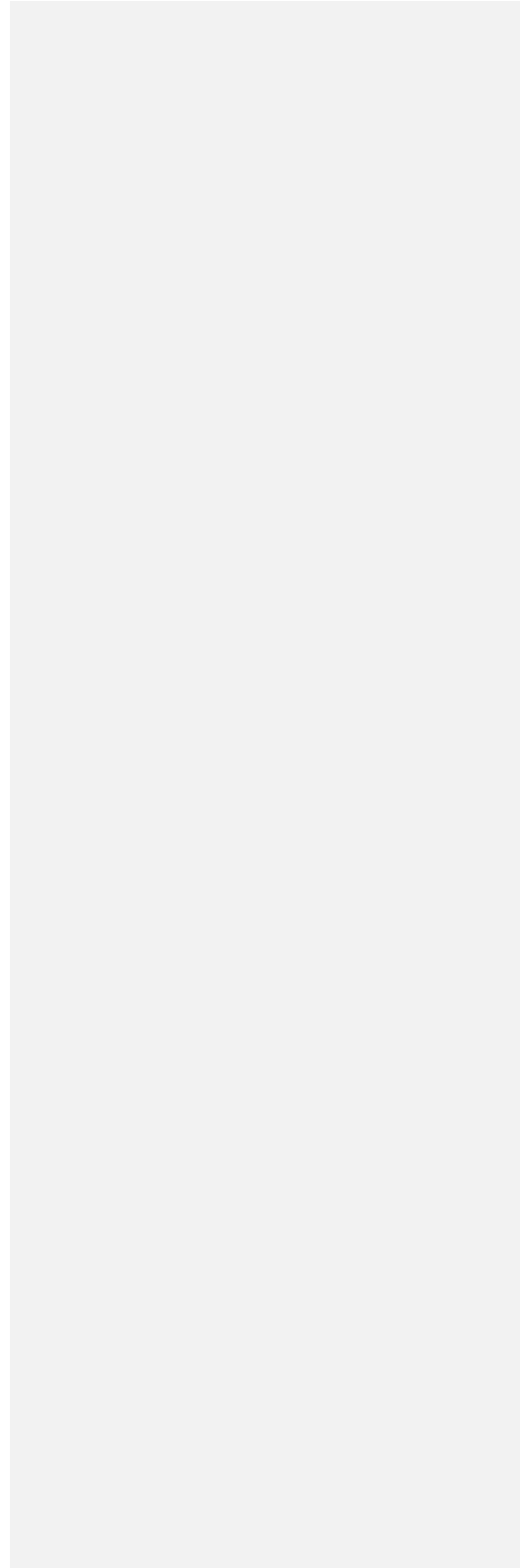
Sincerely,

By: \_\_\_\_\_  
Authorized Representative of  
Golden Gem Community  
Development District

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



**Exhibit B**  
**Rate Schedule**



## Kimley-Horn and Associates, Inc.

---

### Hourly Labor Rate Schedule

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

Effective through December 31, 2024

Subject to adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract

# SECTION V

# SECTION A

# **Golden Gem Community Development District**

## **Engineer's Report of Infrastructure Improvements**

Prepared for:

**Golden Gem  
Community Development District  
City of Apopka  
Orange County, Florida  
February 2024**

Prepared by:

**Kimley»»Horn**

445 24<sup>th</sup> Street, Suite 200,

Vero Beach, FL 32960

Main: 772-794-4100

Direct: 772-794-4035

Email: [kevin.roberson@kimley-horn.com](mailto:kevin.roberson@kimley-horn.com)

# Golden Gem Community Development District

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### 1. Introduction and Project Description

### 2. Purpose and Scope

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- Lake Excavation, Surface Water Management System, and Roadways
- Water Distribution System
- Sanitary Collection and Transmission System
- Irrigation/Reclaim Water Distribution System
- Offsite Improvements
- Environmental Improvements

### 4. Ownership and Maintenance

### 5. Permitting Status

- Drainage / Roads / Earthwork
- Water Distribution
- Sewage Collection and Transmission System
- Water Use- Irrigation/Dewatering
- Land Use/Zoning

### 6. Estimate of Total Capital Improvements Combined and Phased Funding Plan

### 7. Engineer's Certification

## 1. Introduction and Project Description

The Golden Gem Community Development District (“CDD or “District”) was established for the financing and management of the construction and maintenance of public infrastructure for the Wylid Oaks Development. The District created will be a part of the Kelly Park Mixed Use Kelly Park Interchange (MU-KPI) area in the City of Apopka (“City”), in Orange County (“County”) Florida. The District currently consists of approximately 199.869 acres of land within the City of Apopka. A 15.024-acre expansion parcel has been designated as an option to be added to the District at a future date. **Exhibit A** shows the general location map for the district as well as identifying the future expansion parcel.

The District is located in the southwest corner of the intersection of W Kelly Park Road and the FL 429 Tollway. The Development stretches south from the intersection of W Kelly Park Road and FL 429 along Golden Gem Road. The District may be accessed by way of the planned 3-lane collector *Sadler Road* that runs east-west which connects to Golden Gem Road. The District may also be accessed by way of the planned 2-lane collector *Effie Drive* that runs north-south which connects to W Kelly Park Road. Sadler Road will have a dedicated left turn and through lane for westbound traffic as well as a single lane for the traffic entering the development, totaling the planned 3 lanes. In the future, Sadler road will extend to Plymouth Sorrento via a proposed road extension project by the City. Effie Drive will consist of a 2-lane with additional right and left turn lanes to merge onto W. Kelly Park Road at the intersection of Effie Drive.

The public infrastructure necessary to develop the CDD includes the following:

- A surface water management system that consists of a network of ponds, concrete curb and gutter along the roadways, storm inlets and pipes, and water control structures
- Roadway improvements, including lighting, irrigation and landscaping
- A potable water distribution system
- A sanitary sewer collection and transmission system
- A reclaim water distribution system
- Amenity tract improvements
- Dry utilities for communication, gas, and power
- Interior roads A through J

These infrastructure improvements will provide service to the CDD as well as utility and stormwater service for an adjacent industrial development to the south of the District. The estimated cost of these public improvements is \$67,495,558.00 as further detailed in this report (the “Engineer’s Report”). This cost reflects the current intentions of the District and is subject to change based upon various factors such as development plans, permitting and market conditions. Funding for the proposed public improvements shall be acquired in phases, and not all at once. Kimley-Horn and Associates, Inc. (the “District Engineer”) has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over-competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that actual costs will not vary from the professional opinions of costs shown herein.

## 2. Purpose and Scope

The purpose of this Engineer’s Report is to provide a description of the public infrastructure improvements (“Capital Improvements Plan” or “CIP”) to be constructed and or acquired by the District, and to provide the associated cost categories and sums of costs for the CIP. The District Engineer has considered, and, in certain instances, relied upon opinions, information, and

documentation prepared or supplied by others, which may have included the Developer (defined below), contractors, surveyors, legal counsel, roadway engineer, and the District's Board of Supervisors, staff, and consultants.

**Exhibit B** shows the proposed zoning and preliminary master development plan (MDP) which enumerates the proposed development totals for gross floor areas (GFAs) and development units (DUs) for the Wyld Oaks Development. **Exhibit B** also shows the layout and location of the interior roads A through J. Note that the following report is to describe the sufficient public infrastructure to support the development of the planned areas for the Wyld Oaks Development and to justify the costs based on current plans and market research based on current conditions as well as current construction bids.

### 3. Description of the Public Improvements Comprising the Project

#### Storm Water Management System

The stormwater management system is intended to provide connection points and storage for the adjacent or parcels within the developments located within the District. The system will consist of a series of inlets that pickup roadway runoff, manholes for underground conveyance piping, underground storm pipes, control structures linking ponds, stubs for tenant connections, and dry retention ponds that impound all runoff in accordance with the Wekiva Aquifer Recharge Zone. The surface water management system will be located in stormwater tracts and easements that are to be granted to the CDD and the City.

The overall development will have 5 (five) unique drainage basins, each of which having its own stormwater management pond. Two of the ponds will be dug and installed by the south adjacent industrial developer and a portion of their collected stormwater will be accepted by the District's ponds. The other 3 (three) basins will be built and maintained by the District and will contain ponds and basins named SWM-1, SWM-2, and SWM-3. The Cadence development to the South will be linked to the District's basin SWM-1 via a control structure and link pipe to provide storage for the adjacent development.

The proposed stormwater system is to occur in two construction phases. The first phase is to consist of mobilization, supervision, clearing and grubbing, demolition, and rough grading to acquire fill where possible. Stormwater during this phase will be managed through various sedimentation ponds. The second phase will include the construction of major infrastructure including Sadler Road and Effie Drive, stormwater conveyance piping, full excavation of ponds, and final grading in accordance with the local stormwater requirements for development types. Excavated materials from the first phase will be used onsite where possible to construct the final grades of roadways and stormwater ponds during the second phase. A 5'X10' box culvert, which will be acquired by the District, runs through the 15.024-acre future expansion to connect the northern portion of the District's area to the stormwater pond, SWM-3. An easement will be dedicated to the District for access and maintenance of this box culvert.

The infrastructure **Exhibit C** shows the location of the drainage basins and their perspective dry retention ponds.

#### Potable Water Distribution System

The on-site potable water distribution system will consist of 12" diameter C900 PVC and 16" diameter DIP mains, fire hydrants, and water service connections to all the lots for potable service and fire protection. There will be two points of connection of the watermain (WM) to create a loop throughout the site. At the intersection of Sadler Road and Golden Gem Road a 12" C900 PVC WM will be installed by the District which will tie into the existing 16" WM found in Golden Gem Road. At the intersection of Effie Drive and W Kelly Park Road a 16" DIP WM will be installed by the District



which will tie into the existing 16" WM found in W Kelly Park Road. All other fittings and appendages necessary for the construction of the WM will also be provided by the District.

The WM proposed in Effie Drive will be a 16" DIP WM and the proposed pipe in Sadler Road will be a 12" C900 PVC WM.

The infrastructure **Exhibit C** shows the location of the District's water mains and their connection points to the public right-of-way.

### **Sanitary Sewer Collection and Transmission System**

The on-site sewer collection system will consist of a 10" diameter C900 PVC forcemain (FM) with service to the adjacent south industrial development and each parcel within the District. All other fittings and appendages necessary for the construction of the FM will also be provided by the District. The 10" FM will be installed in both Sadler Road and Effie Drive and will tie into both Golden Gem Road and W Kelly Park Road to the City's 12" FM line. Each parcel within the District will construct a sanitary lift station. No lift stations are to be constructed by the District.

### **Reclaimed Water Distribution System (Irrigation)**

The reclaim water distribution system will receive reclaim water, supplied by the City via the Apopka WRF Project Arrow wastewater facility. The reclaim water distribution system will be comprised of an on-site 8" C900 main along both Sadler Road and Effie Drive. Connection points to the City's network will be in two locations, both the intersections of Sadler Road with Golden Gem Road and Effie Drive with W Kelly Park Road. The 8" reclaim main built by the District will connect to the 30" reclaim main that runs along Golden Gem and W Kelly Park Road.

### **Environmental Improvements**

The environmental improvements will consist of a large tree protection area, wetland protection and dedicated green space, gopher tortoise relocation.

### **Hardscape, Landscape, and Irrigation**

The District will construct the appropriate landscaping, irrigation, and hardscaping in accordance with the City's codes. This will include a pedestrian sidewalk and landscaping along the right-of-way of Sadler Road and Effie Drive. The irrigation system will consist of all required spray and drip lines to establish and maintain the installed landscaping. Service to the irrigation system will be provided by the installed reclaim line provided by the District.

### **Streetlights/Underground Electrical Utility Lines/Dry Utilities**

The District is in an agreement with Duke Energy to permit and design the necessary lighting in the right-of-way for Effie Drive and Sadler Road. This will also include the necessary conduits, wiring, and pull boxes required to support the installation of the required lighting per City codes. Only certain activities related to the installation of primaries and conduit will be provided by the District, a majority portion of the infrastructure for dry utilities will be constructed and owned by the appropriate utility entities.

## **4. Ownership and Maintenance**

The CDD will finance the construction and acquisition of the public improvements necessary for its development. As appropriate, some financed infrastructure may be transferred from the District to other governmental entities for operation and maintenance as summarized below:

<b>Description</b>	<b>Future Ownership and Maintenance</b>
Stormwater Management Facilities	CDD
Water Distribution Facilities	City of Apopka
Sanitary Sewer System	City of Apopka
Reclaimed Irrigation Infrastructure	City of Apopka
Sadler Road	City of Apopka
Effie Drive	City of Apopka
Interior Roads A Through J	CDD
Landscaping	CDD
Lighting	City of Apopka

## 5. Permitting Status

### ONSITE PERMITS

- **Roads, Drainage, Earthwork**
  - Approved – City of Apopka Infrastructure and Mass Grading: Construction Site Plan
  - In progress – Submittal to Amend the City of Apopka Infrastructure and Mass Grading Permit
  - Approved – City of Apopka Tree Removal Arbor Permit
  - In Progress – Amendment to the City of Apopka Tree Removal Arbor Permit
  - Approved – St. John’s River Water Management District ERP Permit
  - Approved – Amendment to initial St. John’s River Water Management District ERP Permit
  - Approved – NPDES Generic Permit for Stormwater Discharge (Permitting RCS Construction)
  - Approved – FWC Gopher Tortoise Removal Permit- for Northern Portion of CDD area.
  - Pending – FWC Gopher Tortoise Removal Permit- for Southern Portion of CDD area.
- **Water Distribution**
  - Approved – City of Apopka Infrastructure and Mass Grading: Construction Site Plan
  - Approved – FDEP Notice of Intent to Use a General Permit for Construction of Water Main Extensions for PWSs
- **Wastewater Collection and Transmission System**
  - Approved – City of Apopka Infrastructure and Mass Grading: Construction Site Plan
  - Approved – FDEP Notice to Construct a Domestic Wastewater Collection/Transmission System
- **Water Use - Irrigation and Construction Dewatering**
  - Approved – City of Apopka Infrastructure and Mass Grading: Construction Site Plan
- **Land Use/Zoning**
  - Approved – City of Apopka Plat
  - In Progress – City of Apopka Re-Plat to Capture Project Area Changes
  - Approved – Zoning and Land Use Amendments
  - Approved – KPI Pioneering Agreement\*
  - Approved – Wylde Oaks Transportation Agreement

### OFFSITE PERMITS

- **CFX Tollway/FDOT Permits**
  - Approved - CFX Adjacent Development Review

## 6. Estimate of Total Capital Improvements Combined

The following is a breakdown of the infrastructure cost by description of work:

### Facilities Cost and Ownership / Operations Exhibit

Improvement	Estimated Cost	Financing Entity	Operations Entity
<b>Master Development</b>			
Mass Grading For Stormwater ponds and ROW only	\$ 1,500,000.00	CDD	CDD
Stormwater Infrastructure	\$ 1,600,000.00	CDD	CDD
Entry Features, Decorative Features	\$ 9,900,000.00	CDD	CDD
Village Center	\$ 15,000,000.00	CDD	CDD
Large Park Open Spaces	\$ 2,900,000.00	CDD	CDD
Land Acquisition Costs	\$ 6,510,558.00	CDD	CDD
Pioneering Agreement*	\$ 6,750,000.00	CDD	City
<b>sub-total</b>	<b>\$ 44,160,558.00</b>		
<b>Effie Blvd and Sadler Road</b>			
General Conditions and Earthwork	\$ 950,000.00	CDD	CDD / City
Force main	\$ 770,000.00	CDD	CDD / City
Drainage	\$ 3,600,000.00	CDD	CDD / City
Water	\$ 1,500,000.00	CDD	CDD / City
Reuse Water	\$ 600,000.00	CDD	CDD / City
Concrete	\$ 1,200,000.00	CDD	CDD / City
Paving	\$ 2,100,000.00	CDD	CDD / City
Dry Utilities	\$ 3,290,000.00	CDD	CDD / City
Lighting	\$ 575,000.00	CDD	CDD / City
Code req landscape / Irrigation	\$ 1,300,000.00	CDD	CDD
<b>sub-total</b>	<b>\$ 15,885,000.00</b>		
<b>Interior Infrastructure</b>			
Interior Road A Construction	\$ 200,000.00	CDD	CDD
Interior Road B Construction	\$ 125,000.00	CDD	CDD
Interior Road C Construction	\$ 750,000.00	CDD	CDD
Interior Road D Construction	\$ 310,000.00	CDD	CDD
Interior Road E Construction	\$ 950,000.00	CDD	CDD
Interior Road F Construction	\$ 490,000.00	CDD	CDD
Interior Road G Construction	\$ 650,000.00	CDD	CDD
Interior Road H Construction	\$ 650,000.00	CDD	CDD
Interior Road I Construction	\$ 650,000.00	CDD	CDD
Interior Road J Construction	\$ 650,000.00	CDD	CDD
<b>sub-total</b>	<b>\$ 5,425,000.00</b>		
<b>Soft Costs</b>			
Design and Professional Fees	\$ 2,025,000.00	N/A	N/A
<b>sub-total</b>	<b>\$ 2,025,000.00</b>		
<b>Grand Total</b>	<b>\$ 67,495,558.00</b>		

\*The Pioneering agreement is funding established by the City for the planned Kelly Park Road Widening

Total offsite improvement costs are \$67,495,558.00. These costs are associated with Section 3 of this report shown in the above breakdown. A 15% contingency has been added to all construction costs.

Funding for the capital improvements shall be acquired in phases. The following table provides a description of the phased funding plan based on the total offsite improvement costs outlined above.

Infrastructure	Phase 1 Project	Future Phases Project	Total CIP
Mass Grading For Stormwater And Rights-Of-Way	\$1,500,000	\$0	\$1,500,000
Stormwater Infrastructure	\$1,600,000	\$0	\$1,600,000
Entry Features, Decorative Features	\$0	\$9,900,000	\$9,900,000
Village Center	\$0	\$15,000,000	\$15,000,000
Large Park & Open Spaces	\$0	\$2,900,000	\$2,900,000
Land Acquisition	\$6,510,558	\$0	\$6,510,558
Pioneering Agreement (Described Further Herein)	\$6,750,000	\$0	\$6,750,000
Effie Road And Sadler Road	\$15,885,000	\$0	\$15,885,000
Interior Roads	\$0	\$5,425,000	\$5,425,000
Design And Professional Fees	\$889,943	\$1,135,057	\$2,025,000
<b>TOTAL</b>	<b>\$33,135,501</b>	<b>\$34,354,057</b>	<b>\$67,495,558</b>

The Mass Grading costs for stormwater ponds and the right-of-way areas of Sadler Road and Effie Drive are based on a pro-rata share of the construction bid from the chosen contractor for Mass Grading. The drainage, water, sewer, reclaim, roadway, and environmental costs are also based on contractor bids and engineer's opinions of probable costs. All interior infrastructure is based on an engineer's opinion of probable cost based on the current Kelly Park Interchange form-based code. Unit costs are obtained from market averages represented in FDOT Market Area 8 and RS Means for Orange County.

The cost estimates provided are reasonable to complete the required improvements that the District will perform for the benefit of all lands within and affected by the District. Actual costs may vary depending on final engineering revisions and approvals from regulatory agencies. Furthermore, it is our opinion that the improvement plan is feasible, that no major design or technical constraints are preventing the completion of the work. All necessary regulatory approvals will be obtained in due course prior to the construction of the respective components of the District.

## 8. Engineer's Certification

It is our opinion that the extent of the proposed improvements and their estimated costs are fair and reasonable and provide a direct and special benefit to the properties located within the CDD. We believe that those improvements not yet completed can be permitted, constructed, and installed at the estimated costs described in the report.

I hereby certify to the foregoing for the benefit of the Golden Gem Community Development District.

Sincerely,

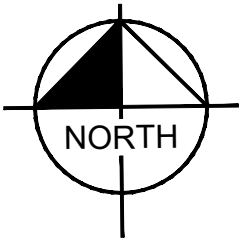
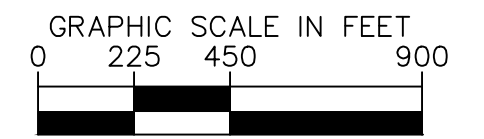


Kevin M. Roberson, P.E.  
 Sr. Vice President  
 KIMLEY-HORN AND ASSOCIATES, INC.


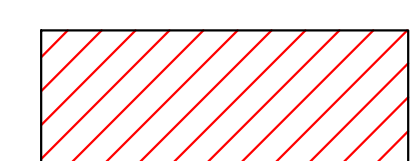
# **EXHIBIT A**



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### LEGEND

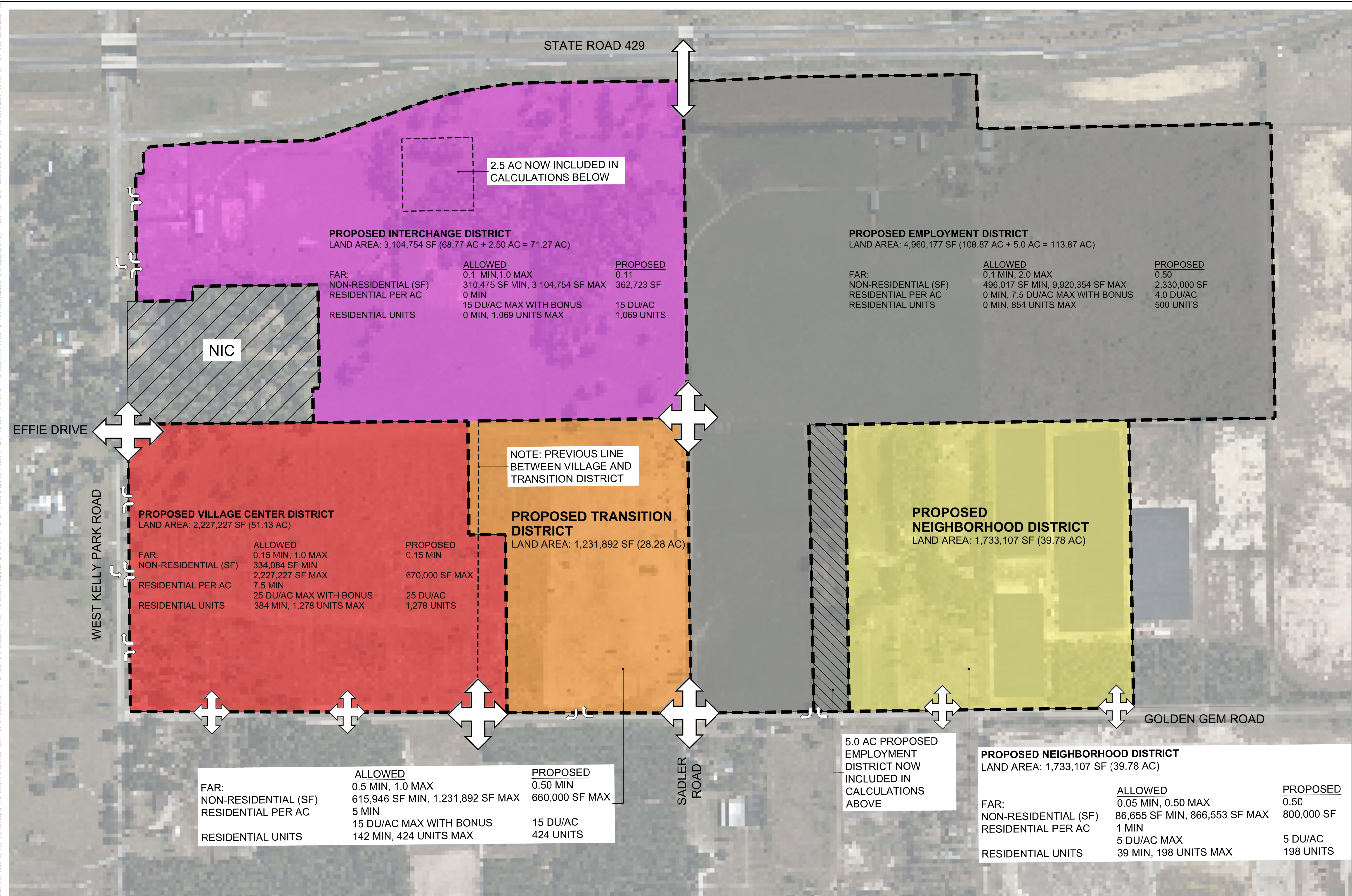
-  PROPOSED CDD BOUNDARY
-  FUTURE EXPANSION AREA



# **EXHIBIT B**



Plotted By: Neeks, Liz - Sheet: Set: KPI - Layout: MASTER DEVELOPMENT PLAN - February 02, 2024 - 09:15:13am - K:\VRB\LDE\147864000 - Kelly Park, Apopka FL\CADD\Zoning Bubble Plan\Proposed Zoning District Plan.dwg  
 This document, together with the concepts and designs presented herein, is 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 approval by Kimley-Horn and Associates, Inc. will be without liability to Kimley-Horn and Associates, Inc.



**LEGEND**

- PROPOSED INTERCHANGE DISTRICT
- PROPOSED EMPLOYMENT DISTRICT
- PROPOSED VILLAGE CENTER DISTRICT
- PROPOSED TRANSITION DISTRICT
- PROPOSED NEIGHBORHOOD DISTRICT

2.5 AC NOW INCLUDED IN CALCULATIONS BELOW

**PROPOSED INTERCHANGE DISTRICT**  
 LAND AREA: 3,104,754 SF (68.77 AC + 2.50 AC = 71.27 AC)

	ALLOWED	PROPOSED
FAR:	0.1 MIN, 1.0 MAX	0.11
NON-RESIDENTIAL (SF)	310,475 SF MIN, 3,104,754 SF MAX	362,723 SF
RESIDENTIAL PER AC	0 MIN	15 DU/AC
RESIDENTIAL UNITS	0 MIN, 1,069 UNITS MAX	1,069 UNITS

**PROPOSED EMPLOYMENT DISTRICT**  
 LAND AREA: 4,960,177 SF (108.87 AC + 5.0 AC = 113.87 AC)

	ALLOWED	PROPOSED
FAR:	0.1 MIN, 2.0 MAX	0.50
NON-RESIDENTIAL (SF)	496,017 SF MIN, 9,920,354 SF MAX	2,330,000 SF
RESIDENTIAL PER AC	0 MIN, 7.5 DU/AC MAX WITH BONUS	4.0 DU/AC
RESIDENTIAL UNITS	0 MIN, 854 UNITS MAX	500 UNITS

**PROPOSED VILLAGE CENTER DISTRICT**  
 LAND AREA: 2,227,227 SF (51.13 AC)

	ALLOWED	PROPOSED
FAR:	0.15 MIN, 1.0 MAX	0.15 MIN
NON-RESIDENTIAL (SF)	334,084 SF MIN	670,000 SF MAX
RESIDENTIAL PER AC	2,227,227 SF MAX	25 DU/AC
RESIDENTIAL UNITS	7.5 MIN	1,278 UNITS
	25 DU/AC MAX WITH BONUS	
	384 MIN, 1,278 UNITS MAX	

NOTE: PREVIOUS LINE BETWEEN VILLAGE AND TRANSITION DISTRICT

	ALLOWED	PROPOSED
FAR:	0.5 MIN, 1.0 MAX	0.50 MIN
NON-RESIDENTIAL (SF)	615,946 SF MIN, 1,231,892 SF MAX	660,000 SF MAX
RESIDENTIAL PER AC	5 MIN	15 DU/AC
RESIDENTIAL UNITS	15 DU/AC MAX WITH BONUS	424 UNITS
	142 MIN, 424 UNITS MAX	

5.0 AC PROPOSED EMPLOYMENT DISTRICT NOW INCLUDED IN CALCULATIONS ABOVE

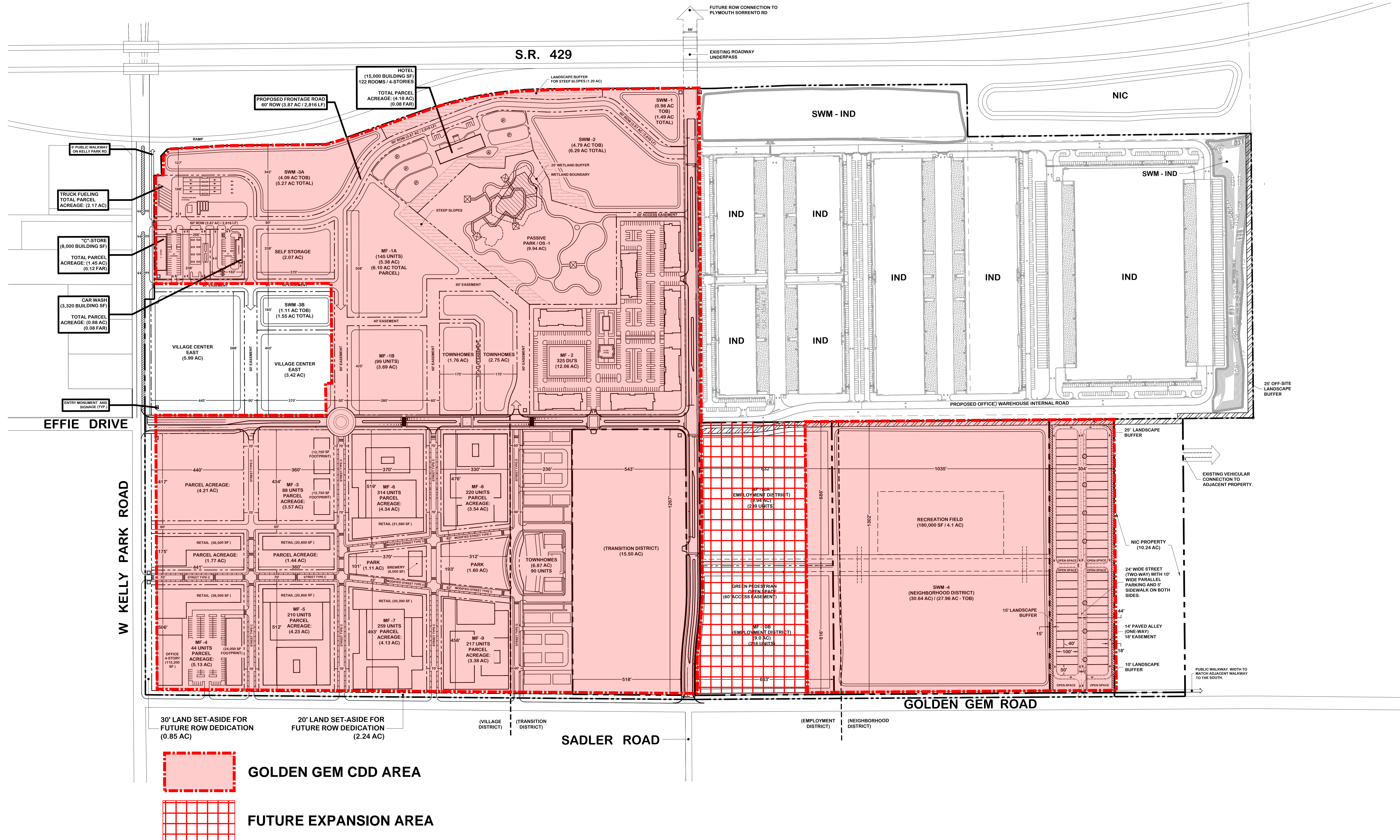
**PROPOSED NEIGHBORHOOD DISTRICT**  
 LAND AREA: 1,733,107 SF (39.78 AC)

	ALLOWED	PROPOSED
FAR:	0.05 MIN, 0.50 MAX	0.50
NON-RESIDENTIAL (SF)	86,655 SF MIN, 866,553 SF MAX	800,000 SF
RESIDENTIAL PER AC	1 MIN	5 DU/AC
RESIDENTIAL UNITS	5 DU/AC MAX	198 UNITS
	39 MIN, 198 UNITS MAX	

NORTH

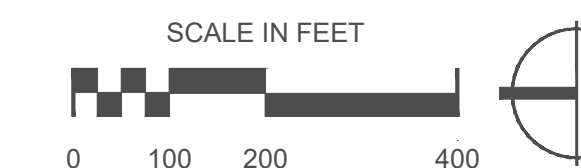
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# WYLD OAKS : OVERALL MASTER PLAN

NOVEMBER 29, 2023



**Kimley»Horn**

# **EXHIBIT C**





the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.

These principles are reflected in the new Mental Health Act (Mental Health Act 2003) and the new Mental Health Review Tribunal (Mental Health Act 2003).

The new Mental Health Act (Mental Health Act 2003) will come into force in 2005. It will replace the current Mental Health Act (Mental Health Act 1983).

The new Mental Health Act (Mental Health Act 2003) will be based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
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- People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.

April 22, 2024

Golden Gem Community Development District  
City of Apopka  
Orange County, Florida

**RE: Addendum – Engineer’s Report of Infrastructure Improvements**

This addendum serves to update the table describing the phased funding plan. This table is covered in section 6 (Estimate of Total Capital Improvements Combined) of the original Engineer’s Report of Infrastructure Improvements dated February 2024. The Total CIP remains the same but there have been adjustments within the phasing of the categories therein. Please refer to the table below for the revised phased funding plan.

Infrastructure	Phase 1 Project	Future Phases Project	Total CIP
Mass Grading for Stormwater and Rights-Of-Way	700,000	\$0	\$700,000
Stormwater Infrastructure	1,600,000	0	1,600,000
Entry Features, Decorative Features	0	9,900,000	9,900,000
Village Center	0	15,000,000	15,000,000
Large Park & Open Spaces	0	2,900,000	2,900,000
Land Acquisition	6,385,157	0	6,385,157
Pioneering Agreement	6,750,000	0	6,750,000
Effie Road and Sadler Road	15,885,000	0	15,885,000
Interior Roads	0	5,425,000	5,425,000
Design, Professional Fees and Contingency	889,943	2,060,458	2,950,401
<b>Total</b>	<b>\$32,210,100</b>	<b>\$35,285,458</b>	<b>\$67,495,558</b>

Should you have any questions please feel free to contact me at (772) 794-4035 or [kevin.roberson@kimley-horn.com](mailto:kevin.roberson@kimley-horn.com).

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEVIN ROBERSON, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

04/22/2024

Kevin M. Roberson, P.E.  
Senior Vice President

# SECTION B

**FIRST SUPPLEMENTAL  
ASSESSMENT METHODOLOGY  
FOR THE  
PHASE 1 PROJECT**

**GOLDEN GEM  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: May 30, 2024**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801**



**Volume 8 - Final 5/29/2024**

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**GMS-CF, LLC does not represent the Golden Gem Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Golden Gem Community Development District with financial advisory services or offer investment advice in any form.**



**1.0 Introduction**

The Golden Gem Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District will issue on June 14, 2024, \$36,550,000 of tax exempt bonds (the “2024 Bonds” or “Bonds”) for the purpose of financing a portion of certain infrastructure improvements within the District (the “CIP”), more specifically described in the Engineer’s Report of Infrastructure Improvements dated February 2024, prepared by Kimley-Horn and Associates, Inc. (the “District Engineer”), as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

**1.1 Purpose**

This First Supplemental Assessment Methodology Report (the “Supplemental Report”) supplements the Master Assessment Methodology Report dated January 10, 2024 (collectively, the “Assessment Report”), and provides for an assessment methodology that allocates the debt to be incurred by the District to the benefitting properties within the District. This Supplemental Report allocates the debt to properties based on the special benefits each receives from a portion of the District’s CIP (herein the “Phase 1 Project”). The Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District will impose non ad valorem special assessments on the benefited lands within the District based on this Supplemental Report (herein the “2024 Assessments”). It is anticipated that all of the proposed 2024 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

**1.2 Background**

The District currently includes approximately 199.87 acres within the City of Apopka, Orange County, Florida. The development program currently envisions approximately 2,156 residential units, 117,770 square feet of commercial property, and 123 hotel rooms (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Supplemental Report will be modified accordingly.

There is an approximately 15-acre parcel contiguous to the District (the “Expansion Parcel”) for which the District may elect to expand its boundaries to include therein. The inclusion of the Expansion Parcel within the boundaries of the District is anticipated to result in an increase in the development program of the Development by approximately 315 residential units. To the extent that the boundaries of the District are expanded to include the Expansion Parcel, the 2024 Assessments to be levied in connection with the 2024 Bonds will be levied on the Expansion Parcel.

The public improvements contemplated by the District in the Phase 1 Project will provide facilities that benefit certain property within the District. The Phase 1 Project is delineated in the Engineer’s Report. Specifically, the District will construct and/or acquire certain mass grading (stormwater & ROW), stormwater infrastructure, land acquisition costs, pioneering agreement, Effie Blvd. & Saddler Road, and design & professional fees. The Phase 1 Project estimated acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Phase 1 Project.
2. The District Engineer determines the assessable acres that benefit from the District’s Phase 1 Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Phase 1 Project.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, site planned, subjected to a declaration of condominiums, or sold and entitlements are assigned/transferred upon approval of a master development plan, this amount will be assigned to each of the benefited properties based on the number and type of assigned units on an ERU basis.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the Phase 1 Project enables properties within its boundaries to be developed. Without the District’s Phase 1 Project, there would be no infrastructure to

support development of land within the District. Without these improvements, the proposed Development within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's Phase 1 Project. However, these benefits will be incidental to the District's Phase 1 Project, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's Phase 1 Project. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

#### **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

#### **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 1 Project that is necessary to support full development of property will cost approximately \$32,210,100. The District's Underwriter has determined that financing costs required to fund a portion of the Phase 1 Project, the costs of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be \$36,550,000. Without the Phase 1 Project, the property would not be able to be developed per the Development program and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District will issue on June 14, 2024, \$36,550,000 in Bonds to fund a portion of the District's Phase 1 Project, provide for capitalized interest, a debt service reserve account and costs of issuance. It is the purpose of this Supplemental Report to allocate the \$36,550,000 in debt to the properties benefiting from the Phase 1 Project.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the Phase 1 Project needed to support the Development, and these construction costs are outlined in Table 2. The improvements included in the Phase 1 Project that are needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$32,210,100. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Phase 1 Project and related costs was determined by the District's Underwriter to total \$36,550,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

The Phase 1 Project funded by District Bonds benefits all developable acres within the District. The initial 2024 Assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Upon approval of a master development plan ("MDP") by the City or when land is sold and entitlements are assigned/transferred ("Assigned Properties") has begun, the 2024 Assessments will be allocated to the Assigned Properties based on the benefits they receive. The remaining property that has not been sold and assigned/transferred entitlements or obtained approval of MDP, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Development plan will be completed and the debt relating to the Bonds will be allocated to the planned 2,156 residential units, 117,770 square feet of commercial property, and 123 hotel rooms within the District, which are the beneficiaries of the Phase 1 Project, as depicted in Table 5 and Table 6. If there are changes to the Development plan, a true up of the 2024 Assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned.

## **2.3 Allocation of Benefit**

The Phase 1 Project consists of mass grading (stormwater & ROW), stormwater infrastructure, land acquisition costs, pioneering agreement, Effie Blvd. & Saddler Road, and design & professional fees. There are *four* product types within the planned Development. The single family home has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of the Phase 1 Project costs and Bond debt to the particular land uses. It is important to note that the benefit derived from the

improvements on the particular units exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Phase 1 Project will provide several types of systems, facilities and services for its residents. These include mass grading (stormwater & ROW), stormwater infrastructure, land acquisition costs, pioneering agreement, Effie Blvd. & Saddler Road, and design & professional fees. These improvements accrue in the differing amounts and which are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Phase 1 Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the 2024 Assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's Phase 1 Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of the 2024 Assessments more than the determined special

benefit peculiar to that property and therefore, the Bond debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase 1 Project is developed or acquired and financed by the District.

### **3.0 Impact Fee Revenues**

Certain of the improvements included as part of the Phase 1 Project and to be funded with proceeds of the 2024 Bonds are impact fee creditable for which the District will receive impact fee credits. The impact fee credits will be provided by the District for purchase by landowners within the District on a first come first serve basis. Upon purchase of impact fee credits by a landowner within the District, the revenues generated from the same will be applied towards the partial prepayment of the 2024 Assessments levied in connection with the 2024 Bonds and allocable to the parcel for which the impact fee credits were purchased. To the extent that impact fee credits are offered for sale to landowners outside of the boundaries of the District, the revenues generated from the same will be applied towards the partial prepayment of the 2024 Assessments levied in connection with the 2024 Bonds on a pro-rata basis across all assessable properties in the District.

### **4.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. If revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

**5.0 Assessment Roll**

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Tables 1, 4, 5 & 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District’s Phase 1 Project will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Properties in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1  
 GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
 DEVELOPMENT PROGRAM  
 FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Hotel	123.00	123.00	0.50	61.50
Multifamily**	2102.00	2102.00	0.75	1576.50
Single Family	54.00	54.00	1.00	54.00
Commercial***	58.89	58.89	1.00	58.89
Total Units	2337.89	2,337.89		1,750.89

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

\* Unit mix is subject to change based on marketing and other factors

\*\* This product type includes multifamily, townhome and condo units

\*\*\* Each commercial unit represents 2,000 square feet of commercial property

Prepared by: Governmental Management Services - Central Florida, LLC



**TABLE 2  
 GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
 INFRASTRUCTURE COST ESTIMATES  
 FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

Phase 1 Project (1)	Total Cost Estimate
Mass Grading for Stormwater and ROW only	\$700,000
Stormwater Infrastructure	\$1,600,000
Land Acquisition Costs	\$6,385,157
Pioneering Agreement	\$6,750,000
Effie Blvd. & Saddler Road	\$15,885,000
Design and Professional Fees	\$889,943
<b>Total</b>	<b>\$32,210,100</b>

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated February 2024

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

<b>Description</b>	<b>Total</b>
Construction Funds	\$29,725,100
Original Issue Discount	\$124,346
Debt Service Reserve	\$2,712,768
Capitalized Interest	\$2,952,549
Underwriters Discount	\$731,000
Cost of Issuance	\$304,237
<b>Par Amount</b>	<b>\$36,550,000</b>

Bond Assumptions:

Average Coupon	5.92%
Amortization	30 years
Capitalized Interest	17 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 4**  
**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF BENEFIT**  
**FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Hotel	123.00	0.50	61.50	3.51%	\$1,131,382.79	\$9,198.23
Multifamily**	2102.00	0.75	1,576.50	90.04%	\$29,002,031.92	\$13,797.35
Single Family	54.00	1.00	54.00	3.08%	\$993,409.28	\$18,396.47
Commercial***	58.89	1.00	58.89	3.36%	\$1,083,276.02	\$18,396.47
<b>Totals</b>	<b>2,337.89</b>		<b>1,750.89</b>	<b>100.00%</b>	<b>\$32,210,100.00</b>	

\* Unit mix is subject to change based on marketing and other factors

\*\* This product type includes multifamily, townhome and condo units

\*\*\* Each commercial unit represents 2,000 square feet of commercial property

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5**  
**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE**  
**FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

Product Types	No. of Units *	Total Improvements	Allocation of Par	Par Debt Per Unit
		Costs Per Product Type	Debt Per Product Type	
Hotel	123.00	\$1,131,383	\$1,283,822	\$10,438
Multifamily**	2102.00	\$29,002,032	\$32,909,686	\$15,656
Single Family	54.00	\$993,409	\$1,127,259	\$20,875
Commercial***	58.89	\$1,083,276	\$1,229,234	\$20,875
Totals	2337.89	\$32,210,100	\$36,550,000	

\* Unit mix is subject to change based on marketing and other factors

\*\* This product type includes multifamily, townhome and condo units

\*\*\* Each commercial unit represents 2,000 square feet of commercial property

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 6**  
**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**  
**PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE**  
**FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

Product Types	No. of Units *	Allocation of Par		Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
		Debt Per Product Type	Total Par Debt Per Unit			
Hotel	123.00	\$1,283,822.18	\$10,437.58	\$95,286.21	\$774.68	\$824.13
Multifamily**	2102.00	\$32,909,685.67	\$15,656.37	\$2,442,580.73	\$1,162.03	\$1,236.20
Single Family	54.00	\$1,127,258.50	\$20,875.16	\$83,665.94	\$1,549.37	\$1,648.27
Commercial***	58.89	\$1,229,233.64	\$20,875.16	\$91,234.61	\$1,549.37	\$1,648.27
Totals	2,337.89	\$36,550,000.00		\$2,712,767.50		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

\*\* This product type includes multifamily, townhome and condo units

\*\*\* Each commercial unit represents 2,000 square feet of commercial property

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 7**  
**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE PHASE 1 PROJECT**

Owner	Parcel ID*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
KELLY PARK VB DEVELOPMENT LLC	13-20-27-4300-01-000	152.591	\$182,870	\$27,904,283	\$2,071,076	\$2,203,272
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-064	2.498	\$182,870	\$456,809	\$33,905	\$36,069
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-072	11.124	\$182,870	\$2,034,243	\$150,983	\$160,620
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-037	1.025	\$182,870	\$187,442	\$13,912	\$14,800
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-059	4.664	\$182,870	\$852,905	\$63,303	\$67,344
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-036	1.413	\$182,870	\$258,395	\$19,178	\$20,402
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-038	6.079	\$182,870	\$1,111,665	\$82,509	\$87,775
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-056	10.150	\$182,870	\$1,856,128	\$137,763	\$146,557
KELLY PARK VB DEVELOPMENT LLC	13-20-27-0000-00-024	10.325	\$182,870	\$1,888,130	\$140,138	\$149,083
<b>Totals</b>		<b>199.869</b>		<b>\$36,550,000</b>	<b>\$2,712,768</b>	<b>\$2,885,923</b>

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	5.92%
Maximum Annual Debt Service	\$2,712,768

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: NOT PLATTED PORTION

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

## DESCRIPTION:

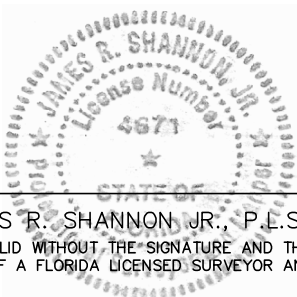
That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run N89°23'24"E along the South line of said Lot 2, a distance of 1321.42 feet; thence run S00°29'47"E along the West line of said Lot 2, a distance of 1474.03 feet; thence run S89°23'24"W, a distance of 1325.16 feet; thence run N00°21'03"W along the East right of way line of Golden Gem Road, a distance of 1474.05 feet to the Point of Beginning.

Contains 1,950,575 square feet or 44.780 acres, more or less.

## SURVEYORS NOTES

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/29/2023 per 5J17-062(2).



JAMES R. SHANNON JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/29/2023

DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-NOT PLATTED SKETCH

SHEET 1 OF 2





# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

**DESCRIPTION:**

All of Lot 1, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida and that part of Section 13, Township 20 South, Range 27 East, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence the next 21 courses and distances run along the perimeter of said Lot 1: run S89°37'48"W, a distance of 2914.36 feet; thence run N00°21'03"W, a distance of 46.69 feet; thence run N00°29'36"E, a distance of 2603.70 feet; thence run N89°53'52"E, a distance of 1324.32 feet; thence run S00°04'14"E, a distance of 853.16 feet; thence run N89°34'17"E, a distance of 160.19 feet; thence run S00°25'43"E, a distance of 30.00 feet; thence run N89°34'17"E, a distance of 476.16 feet; thence run N00°21'18"W, a distance of 579.54 feet; thence run S89°53'52"W, a distance of 66.00 feet; thence run N00°21'18"W, a distance of 256.00 feet; thence run N89°53'52"E, a distance of 588.40; thence run S00°29'13"E, a distance of 35.75 feet; thence run N89°17'56"E, a distance of 90.86 feet; thence run S47°15'37"E, a distance of 44.44 feet; thence run S03°35'05"E, a distance of 266.15 feet; thence run S00°49'55"E, a distance of 485.06 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 2003.86 feet; thence from a radial bearing of N74°50'57"E, run Southeasterly along the arc of said curve through a central angle of 04°20'51", an arc distance of 152.05 feet, having a chord bearing of S17°19'29"E and a chord distance of 152.02 feet; thence run S19°30'03"E, a distance of 334.38 feet to a point on a non-tangent curve concave to the West, having a radius of 1815.86 feet; thence from a radial bearing of S70°29'56"W run Southeasterly along the arc of said curve through a central angle of 19°08'34", an arc distance of 606.68 feet, having a chord bearing of S09°55'47"E and a chord distance of 603.87 feet; thence run S00°21'30"E, a distance of 721.34 feet to the Point of Beginning.

Contains 6,755,674 square feet or 155.089 acres, more or less.

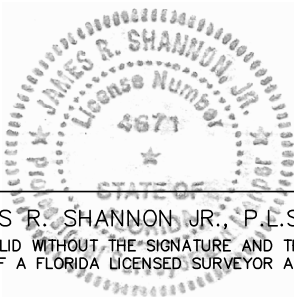
**SURVEYORS NOTES**

- Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
- Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
- The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
- The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/18/2023 per 5J17-062(2).

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD
C1	2003.86'	04°20'51"	152.05'	S17°19'29"E	152.02'
C2	1815.86'	19°08'34"	606.68'	S09°55'47"E	603.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'03"W	46.69'
L2	S00°04'14"E	853.16'
L3	N89°34'17"E	160.19'
L4	S00°25'43"E	30.00'
L5	N89°34'17"E	476.16'
L6	N00°21'18"W	579.54'
L7	S89°53'52"W	66.00'
L8	N00°21'18"W	256.00'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N89°53'52"E	588.40'
L10	S00°29'13"E	35.75'
L11	N89°17'56"E	90.86'
L12	S47°15'37"E	44.44'
L13	S03°35'05"E	266.15'
L14	S00°49'55"E	485.06'
L15	S19°30'03"E	334.38'
L16	S00°21'30"E	721.34'



JAMES R. SHANNON, JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHANNON SURVEYING, INC.**  
499 NORTH S.R. 434 – SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/18/2023

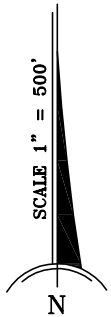
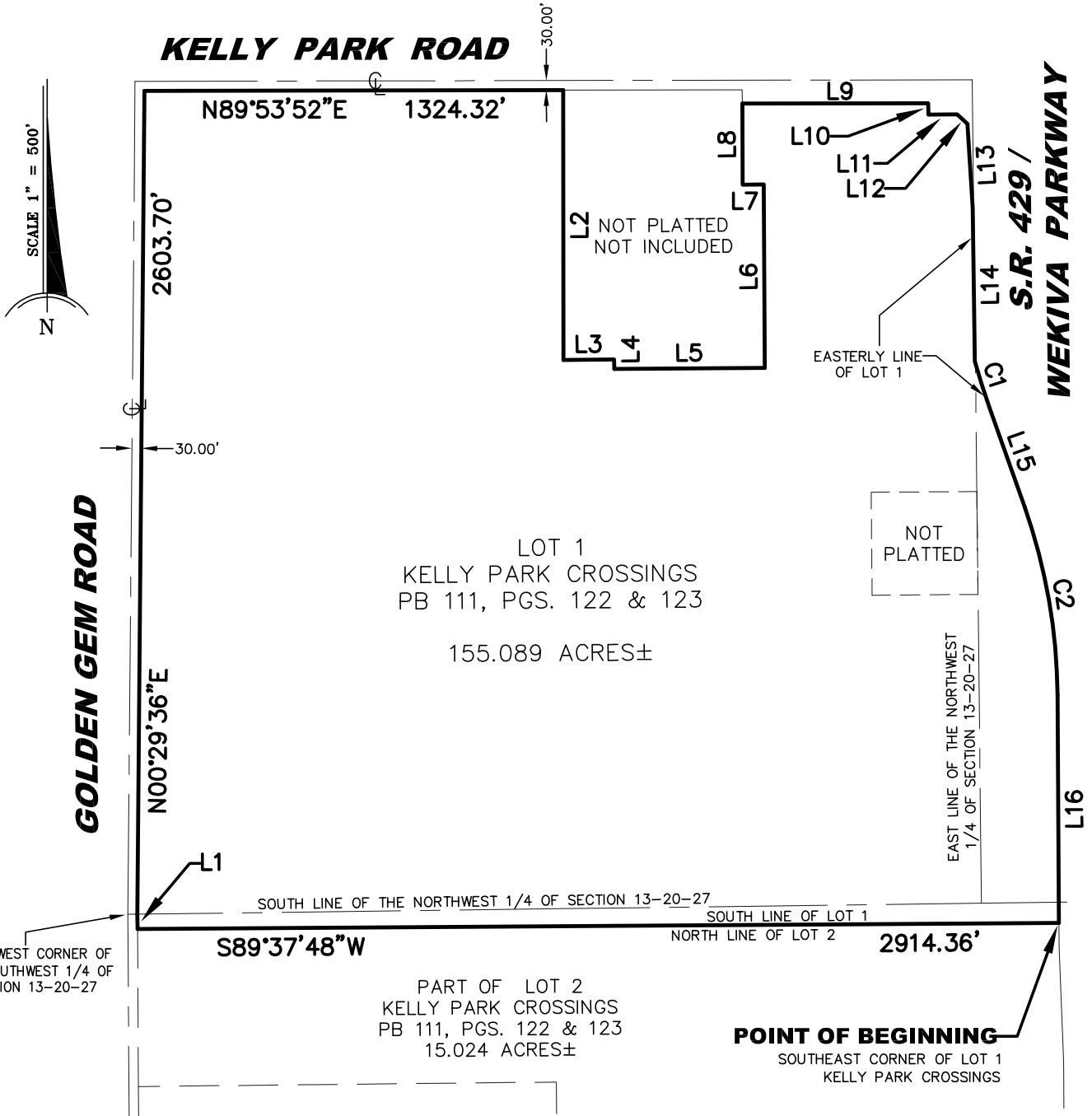
DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
 PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY  
 NOT VALID WITHOUT SHEET 1



NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13-20-27

DATE OF SURVEY: 08/18/2023  
 DRAWN BY: BP SCALE: 1" = 500'  
 13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH  
 SHEET 2 OF 2

SHANNON SURVEYING, INC.  
 499 NORTH S.R. 434 - SUITE 2045  
 ALTAMONTE SPRINGS, FLORIDA, 32714  
 (407) 774-8372 LB # 6898

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: RECONVEYED PROPERTY

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

## DESCRIPTION:

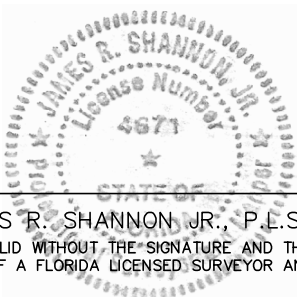
That part of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of said Lot 2; thence run N89°37'48"E along the North line of said Lot 2, a distance of 1321.24 feet; thence run S00°22'12"E, a distance of 492.54 feet; thence run S89°23'24"W along the South line of said Lot 2, a distance of 1321.42 feet; thence run N00°21'03"W along the West line of said Lot 2, a distance of 498.08 feet to the Point of Beginning.

Contains 654,468 square feet or 15.024 acres, more or less.

## SURVEYORS NOTES

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 06/14/2023 per 5J17-062(2).



JAMES R. SHANNON, JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 06/14/2023

DRAWN BY: BP SCALE: 1" = 500'

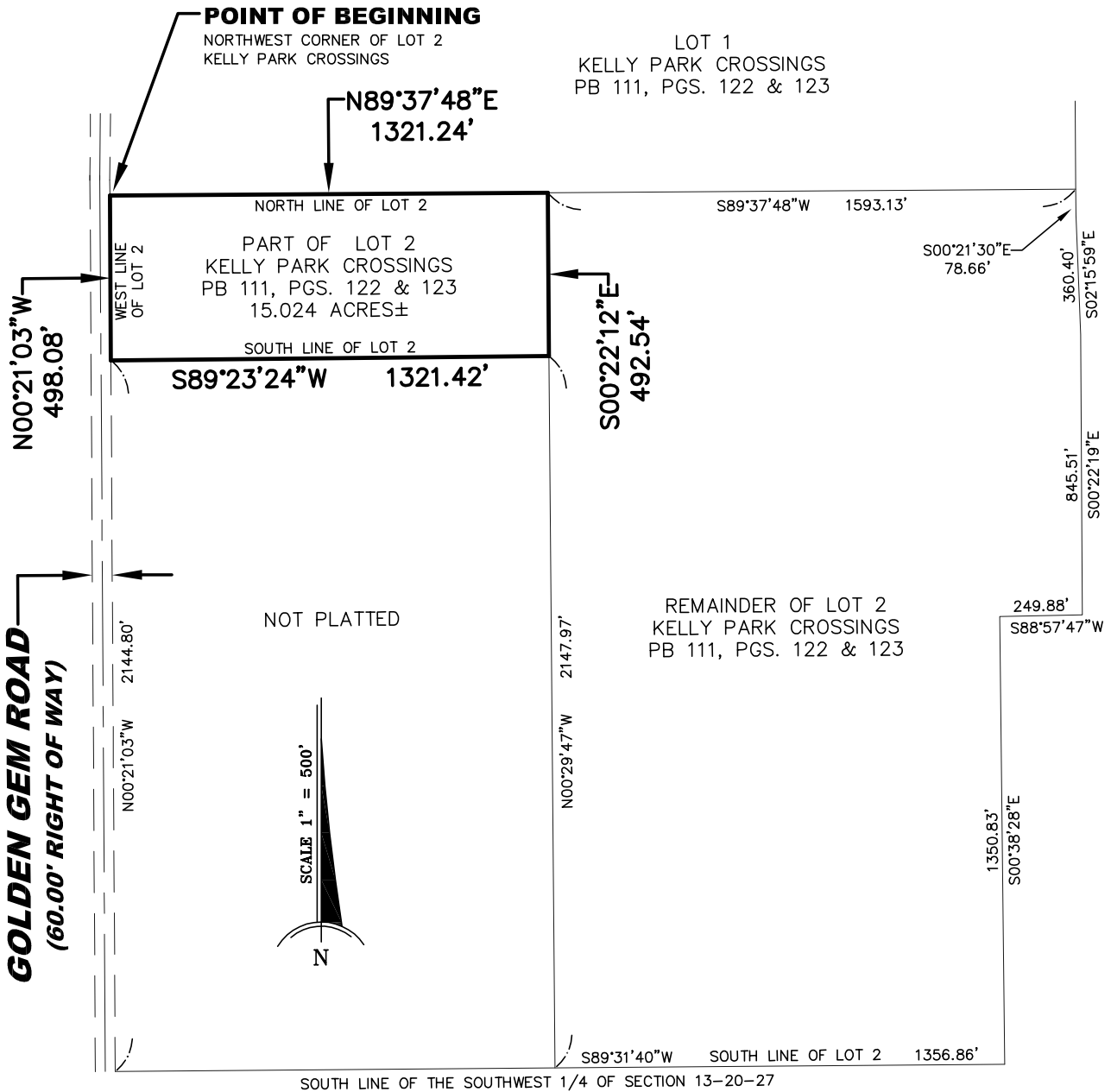
13-20-27 GOLDEN GEM RD-15 AC SKETCH

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
 PURPOSE: RECONVEYED PROPERTY

THIS IS NOT A BOUNDARY SURVEY  
 NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.  
 499 NORTH S.R. 434 - SUITE 2045  
 ALTAMONTE SPRINGS, FLORIDA, 32714  
 (407) 774-8372 LB # 6898

DATE OF SURVEY: 06/14/2023  
 DRAWN BY: BP SCALE: 1" = 500'  
 13-20-27 GOLDEN GEM RD-15 AC SKETCH  
 SHEET 2 OF 2

# SECTION C

**RESOLUTION 2024-36**

**SUPPLEMENTAL ASSESSMENT RESOLUTION  
SERIES 2024**

**A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Golden Gem Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notice and public hearing, Resolution 2024-33, relating to the imposition, levy, collection, and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2024-33, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

**WHEREAS**, on May 30, 2024, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$36,550,000 Golden Gem Community Development District Special Assessment Revenue Bonds, Series 2024 (the “**Series 2024 Bonds**”); and

**WHEREAS**, pursuant to and consistent with Resolution 2024-33, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the levy of special assessments securing the Series 2024 Bonds (the “**Series 2024 Assessments**”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2024-33.

**SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board of Supervisors of the Golden Gem Community Development District hereby finds and determines as follows:

(a) On March 13, 2024, the District, after due notice and public hearing, adopted Resolution 2024-33, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Engineer's Report of Infrastructure Improvements*, dated February 2024 and the *Addendum - Engineer's Report of Infrastructure Improvements*, dated April 22, 2024, prepared by the District Engineer, Kimley-Horn and Associates, Inc., and attached to this Resolution as **Exhibit A** (the "**Engineer's Report**"), identifies and describes the capital improvement plan (the "**Master Project**"). The District presently intends to undertake the planning, design, acquisition, construction, and installation of infrastructure improvements for the Phase One Project of the Master Project (the "**Phase 1 Project**") as identified and described in the Engineer's Report, and finance such Phase 1 Project in part with its Series 2024 Bonds. The Engineer's Report sets forth the costs of the Phase 1 Project as \$32,210,100. The District hereby confirms that the Phase 1 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2024 Bonds is hereby ratified.

(c) The *First Supplemental Assessment Methodology for the Phase 1 Project*, dated May 30, 2024, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Assessment Methodology*, dated January 10, 2024, and approved by Resolution 2024-33 on March 13, 2024 (the "**Master Assessment Report**"), to the Phase 1 Project and the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) Subject to the terms of Exhibit A and Exhibit B, the Phase 1 Project specially benefits certain developable acreage in the District ("**2024 Assessment Area**"), as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Phase 1 Project financed with the Series 2024 Bonds to the specially benefitted properties within the District as set forth in Resolution 2024-33 and this Resolution.

**SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2024 BONDS.** As provided in Resolution 2024-33, this Resolution is intended to set forth the terms of

the Series 2024 Bonds and the final amount of the lien of the Series 2024 Assessments securing those bonds. The Series 2024 Bonds, in an aggregate par amount of \$36,550,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2024 Assessments securing the Series 2024 Bonds on those certain developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

#### **SECTION 4. LEVYING AND ALLOCATING THE SERIES 2024 ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.**

(a) The Series 2024 Assessments securing the Series 2024 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2024 Bonds. The estimated costs of collection of the Series 2024 Assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2024 Assessments securing the Series 2024 Bonds includes certain developable acreage within the District, as further provided in the Series 2024 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Phase 1 Project and reallocate the Series 2024 Assessments securing the Series 2024 Bonds in order to impose Series 2024 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated June 1, 2024, and the *First Supplemental Trust Indenture*, dated June 1, 2024, the District shall for Fiscal Year 2024/2025, begin annual collection of Series 2024 Assessments for the Series 2024 Bonds debt service payments using the methods available to it by law. Beginning with the debt service payment on November 1, 2025, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2024 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Orange County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2024 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2024 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2024 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.



**SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.**

The terms of Resolution 2024-33 addressing True-Up Payments, as defined therein and as described in more detail in the Supplemental Assessment Report and that *True-Up Agreement* dated June 14, 2024, between the District and Kelly Park VB Development, LLC (and its successors and assigns), shall continue to apply in full force and effect.

**SECTION 6. APPLICATION OF PROCEEDS OF SALE OF IMPACT FEES.**

In the event the District becomes entitled to any impact fee credits and provides a such impact fee credits for purchase on a first come first served basis, District shall use such proceeds to partially prepay the Series 2024 Assessments as outlined in the Supplemental Assessment Report.

**SECTION 7. IMPROVEMENT LIEN BOOK.**

Immediately following the adoption of this Resolution, the Series 2024 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s Improvement Lien Book. The Series 2024 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 8. ASSESSMENT NOTICE.**

The District’s Secretary is hereby directed to record a Notice of Series 2024 Assessments securing the Series 2024 Bonds in the Official Records of Orange County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 9. CONFLICTS.**

This Resolution is intended to supplement Resolution 2024-33, which remains in full force and effect. This Resolution and Resolution 2024-33 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 10. SEVERABILITY.**

If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 11. EFFECTIVE DATE.**

This Resolution shall become effective upon its adoption.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**APPROVED** and **ADOPTED**, this 12<sup>th</sup> day of June, 2024.

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

- Exhibit A:** *Engineer's Report of Infrastructure Improvements*, dated February 2024 and the *Addendum - Engineer's Report of Infrastructure Improvements*, dated April 22, 2024
- Exhibit B:** *First Supplemental Assessment Methodology for the Phase 1 Project*, dated May 30, 2024
- Exhibit C:** Maturities and Coupon of Series 2024 Bonds
- Exhibit D:** Sources and Uses of Funds for Series 2024 Bonds
- Exhibit E:** Annual Debt Service Payment Due on Series 2024 Bonds

**EXHIBIT A**

*Engineer's Report of Infrastructure Improvements, dated February 2024 and the  
Addendum - Engineer's Report of Infrastructure Improvements, dated April 22, 2024*

**EXHIBIT B**

*First Supplemental Assessment Methodology for the Phase I Project, dated May 30, 2024*

**EXHIBIT C**  
Maturities and Coupon of Series 2024 Bonds

**BOND PRICING**

**Golden Gem Community Development District  
(City of Apopka, Florida)  
Special Assessment Revenue Bonds, Series 2024  
PRICING DATE: Wednesday, May 29, 2024  
FINAL PRICING NUMBERS**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>CUSIP</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Premium (-Discount)</i>
<b>Term Bond due 2031:</b>							
	05/01/2026			5.150%	5.150%	100.000	
	05/01/2027			5.150%	5.150%	100.000	
	05/01/2028			5.150%	5.150%	100.000	
	05/01/2029		585,000	5.150%	5.150%	100.000	
	05/01/2030		620,000	5.150%	5.150%	100.000	
	05/01/2031	38105C AAS	650,000	5.150%	5.150%	100.000	
			<u>1,855,000</u>				
<b>Term Bond due 2044:</b>							
	05/01/2032		685,000	5.700%	5.740%	99.522	-3,274.30
	05/01/2033		725,000	5.700%	5.740%	99.522	-3,465.50
	05/01/2034		770,000	5.700%	5.740%	99.522	-3,680.60
	05/01/2035		815,000	5.700%	5.740%	99.522	-3,895.70
	05/01/2036		865,000	5.700%	5.740%	99.522	-4,134.70
	05/01/2037		915,000	5.700%	5.740%	99.522	-4,373.70
	05/01/2038		965,000	5.700%	5.740%	99.522	-4,612.70
	05/01/2039		1,025,000	5.700%	5.740%	99.522	-4,899.50
	05/01/2040		1,085,000	5.700%	5.740%	99.522	-5,186.30
	05/01/2041		1,145,000	5.700%	5.740%	99.522	-5,473.10
	05/01/2042		1,215,000	5.700%	5.740%	99.522	-5,807.70
	05/01/2043		1,285,000	5.700%	5.740%	99.522	-6,142.30
	05/01/2044	38105C AB3	1,360,000	5.700%	5.740%	99.522	-6,500.80
			<u>12,855,000</u>				<u>-61,446.90</u>
<b>Term Bond due 2055:</b>							
	05/01/2045		1,445,000	6.000%	6.020%	99.712	-4,161.60
	05/01/2046		1,535,000	6.000%	6.020%	99.712	-4,420.80
	05/01/2047		1,630,000	6.000%	6.020%	99.712	-4,694.40
	05/01/2048		1,730,000	6.000%	6.020%	99.712	-4,982.40
	05/01/2049		1,835,000	6.000%	6.020%	99.712	-5,284.80
	05/01/2050		1,950,000	6.000%	6.020%	99.712	-5,616.00
	05/01/2051		2,070,000	6.000%	6.020%	99.712	-5,961.60
	05/01/2052		2,200,000	6.000%	6.020%	99.712	-6,336.00
	05/01/2053		2,335,000	6.000%	6.020%	99.712	-6,724.80
	05/01/2054		2,480,000	6.000%	6.020%	99.712	-7,142.40
	05/01/2055	38105C AC1	2,630,000	6.000%	6.020%	99.712	-7,574.40
			<u>21,840,000</u>				<u>-62,899.20</u>
			<u>36,550,000</u>				<u>-124,346.10</u>

Dated Date	06/14/2024	
Delivery Date	06/14/2024	
First Coupon	11/01/2024	
Par Amount	36,550,000.00	
Original Issue Discount	-124,346.10	
Production	36,425,653.90	99.659792%
Underwriter's Discount	-731,000.00	-2.000000%
Purchase Price	35,694,653.90	97.659792%
Accrued Interest		
Net Proceeds	35,694,653.90	

**EXHIBIT D**

Sources and Uses of Funds for Series 2024 Bonds

**SOURCES AND USES OF FUNDS**

**Golden Gem Community Development District  
(City of Apopka, Florida)  
Special Assessment Revenue Bonds, Series 2024  
PRICING DATE: Wednesday, May 29, 2024  
FINAL PRICING NUMBERS**

Dated Date                    06/14/2024  
Delivery Date                06/14/2024

**Sources:**

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Bond Proceeds:	
Par Amount	36,550,000.00
Original Issue Discount	-124,346.10
	<hr/>
	36,425,653.90

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**Uses:**

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Project Fund Deposits:	
Project Fund	29,725,100.00
Other Fund Deposits:	
Debt Service Reserve Fund @ MADS	2,712,767.50
Capitalized Interest Fund thru 11/1/2025	<hr/>
	2,952,549.30
	5,665,316.80
Delivery Date Expenses:	
Cost of Issuance	304,237.10
Underwriter's Discount	<hr/>
	731,000.00
	1,035,237.10
	<hr/>
	36,425,653.90

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**EXHIBIT E**  
Annual Debt Service Payment Due on Series 2024 Bonds

**BOND DEBT SERVICE**

**Golden Gem Community Development District  
(City of Apopka, Florida)  
Special Assessment Revenue Bonds, Series 2024  
PRICING DATE: Wednesday, May 29, 2024  
FINAL PRICING NUMBERS**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
11/01/2024			813,881.80	813,881.80	813,881.80
05/01/2025			1,069,333.75	1,069,333.75	
11/01/2025			1,069,333.75	1,069,333.75	2,138,667.50
05/01/2026			1,069,333.75	1,069,333.75	
11/01/2026			1,069,333.75	1,069,333.75	2,138,667.50
05/01/2027			1,069,333.75	1,069,333.75	
11/01/2027			1,069,333.75	1,069,333.75	2,138,667.50
05/01/2028			1,069,333.75	1,069,333.75	
11/01/2028			1,069,333.75	1,069,333.75	2,138,667.50
05/01/2029	585,000	5.150%	1,069,333.75	1,654,333.75	
11/01/2029			1,054,270.00	1,054,270.00	2,708,603.75
05/01/2030	620,000	5.150%	1,054,270.00	1,674,270.00	
11/01/2030			1,038,305.00	1,038,305.00	2,712,575.00
05/01/2031	650,000	5.150%	1,038,305.00	1,688,305.00	
11/01/2031			1,021,567.50	1,021,567.50	2,709,872.50
05/01/2032	685,000	5.700%	1,021,567.50	1,706,567.50	
11/01/2032			1,002,045.00	1,002,045.00	2,708,612.50
05/01/2033	725,000	5.700%	1,002,045.00	1,727,045.00	
11/01/2033			981,382.50	981,382.50	2,708,427.50
05/01/2034	770,000	5.700%	981,382.50	1,751,382.50	
11/01/2034			959,437.50	959,437.50	2,710,820.00
05/01/2035	815,000	5.700%	959,437.50	1,774,437.50	
11/01/2035			936,210.00	936,210.00	2,710,647.50
05/01/2036	865,000	5.700%	936,210.00	1,801,210.00	
11/01/2036			911,557.50	911,557.50	2,712,767.50
05/01/2037	915,000	5.700%	911,557.50	1,826,557.50	
11/01/2037			885,480.00	885,480.00	2,712,037.50
05/01/2038	965,000	5.700%	885,480.00	1,850,480.00	
11/01/2038			857,977.50	857,977.50	2,708,457.50
05/01/2039	1,025,000	5.700%	857,977.50	1,882,977.50	
11/01/2039			828,765.00	828,765.00	2,711,742.50
05/01/2040	1,085,000	5.700%	828,765.00	1,913,765.00	
11/01/2040			797,842.50	797,842.50	2,711,607.50
05/01/2041	1,145,000	5.700%	797,842.50	1,942,842.50	
11/01/2041			765,210.00	765,210.00	2,708,052.50
05/01/2042	1,215,000	5.700%	765,210.00	1,980,210.00	
11/01/2042			730,582.50	730,582.50	2,710,792.50
05/01/2043	1,285,000	5.700%	730,582.50	2,015,582.50	
11/01/2043			693,960.00	693,960.00	2,709,542.50
05/01/2044	1,360,000	5.700%	693,960.00	2,053,960.00	
11/01/2044			655,200.00	655,200.00	2,709,160.00
05/01/2045	1,445,000	6.000%	655,200.00	2,100,200.00	
11/01/2045			611,850.00	611,850.00	2,712,050.00
05/01/2046	1,535,000	6.000%	611,850.00	2,146,850.00	
11/01/2046			565,800.00	565,800.00	2,712,650.00
05/01/2047	1,630,000	6.000%	565,800.00	2,195,800.00	
11/01/2047			516,900.00	516,900.00	2,712,700.00
05/01/2048	1,730,000	6.000%	516,900.00	2,246,900.00	
11/01/2048			465,000.00	465,000.00	2,711,900.00
05/01/2049	1,835,000	6.000%	465,000.00	2,300,000.00	
11/01/2049			409,950.00	409,950.00	2,709,950.00
05/01/2050	1,950,000	6.000%	409,950.00	2,359,950.00	
11/01/2050			351,450.00	351,450.00	2,711,400.00
05/01/2051	2,070,000	6.000%	351,450.00	2,421,450.00	
11/01/2051			289,350.00	289,350.00	2,710,800.00
05/01/2052	2,200,000	6.000%	289,350.00	2,489,350.00	
11/01/2052			223,350.00	223,350.00	2,712,700.00
05/01/2053	2,335,000	6.000%	223,350.00	2,558,350.00	
11/01/2053			153,300.00	153,300.00	2,711,650.00
05/01/2054	2,480,000	6.000%	153,300.00	2,633,300.00	
11/01/2054			78,900.00	78,900.00	2,712,200.00
05/01/2055	2,630,000	6.000%	78,900.00	2,708,900.00	
11/01/2055					2,708,900.00
	<b>36,550,000</b>		<b>46,009,170.55</b>	<b>82,559,170.55</b>	<b>82,559,170.55</b>

# SECTION VI



## RESOLUTION 2023-37

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District which plan is detailed in the *Golden Gem Community Development District Engineer’s Report of Infrastructure Improvements*, dated February 2024, as supplemented by the Addendum - Engineer’s Report of Infrastructure Improvements, dated April 22, 2024, and as such report may be further amended (“**Capital Improvement Plan**,” or “**CIP**”); and

**WHEREAS**, in conjunction with the issuance of the District’s Series 2024 Special Assessment Revenue Bonds (the “**Bonds**”), the District is entering into a *Acquisition Agreement (Phase 1 Project)* (“**Acquisition Agreement**”) with Double B Development, LLC, and Kelly Park VB Development, LLC, (together the “**Developer**”) which set forth the process by which the District may acquire improvements, work product, and real property comprising the CIP; and

**WHEREAS**, at this time, upon the closing of the Bonds, the Developer wishes to sell to the District, and the District desires to acquire, certain real property, as further described in **Exhibit A (“Real Property”)**, which Real Property is within the scope of the CIP.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**2. AUTHORIZATION FOR ACQUISITION OF REAL PROPERTY.** The Board of Supervisors (“**Board**”) hereby authorizes, contingent upon the closing of the Bonds, the acquisition of the Real Property, as described in **Exhibit A**, in the not to exceed amount of Six Million, Three Hundred Thirty-One Thousand, Three Hundred Eighty-Two Dollars and One Cent (\$6,331,382.01), subject to receipt and finalization by District Counsel of the documents required for such acquisition under the Acquisition Agreement.

**3. GENERAL AUTHORIZATION.** The Chairperson of the Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be

authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

**4. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**5. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of June, 2024.

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:**                      Legal Description of Real Property

**Exhibit A:**  
**Legal Description of Real Property**

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: TRACT C

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

## DESCRIPTION:

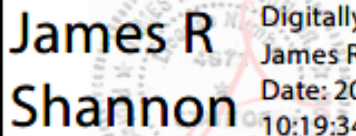
That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run  $N00^{\circ}29'47''W$  along the West line of said Lot 2, a distance of 973.30 feet for the Point of Beginning; thence run  $S89^{\circ}30'21''W$ , a distance of 1304.38 feet; thence run  $N00^{\circ}21'03''W$  along a line 20.00 feet East of and parallel to the East right of way line of Golden Gem Road, a distance of 1037.00 feet; thence run  $N89^{\circ}30'20''E$ , a distance of 1301.75 feet; thence run  $S00^{\circ}29'47''E$  along said West line of Lot 2, a distance of 1037.00 feet to the Point of Beginning.

Contains 31.021 acres, more or less.

## SURVEYORS NOTES

1. Bearings based on the West line of Lot 2, Kelly Park Crossings as being  $N00^{\circ}29'47''W$ .
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 04/14/2024 per 5J17-062(2).

 Digitally signed by  
James R Shannon  
Date: 2024.04.15  
10:19:34 -04'00'

JAMES R. SHANNON JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

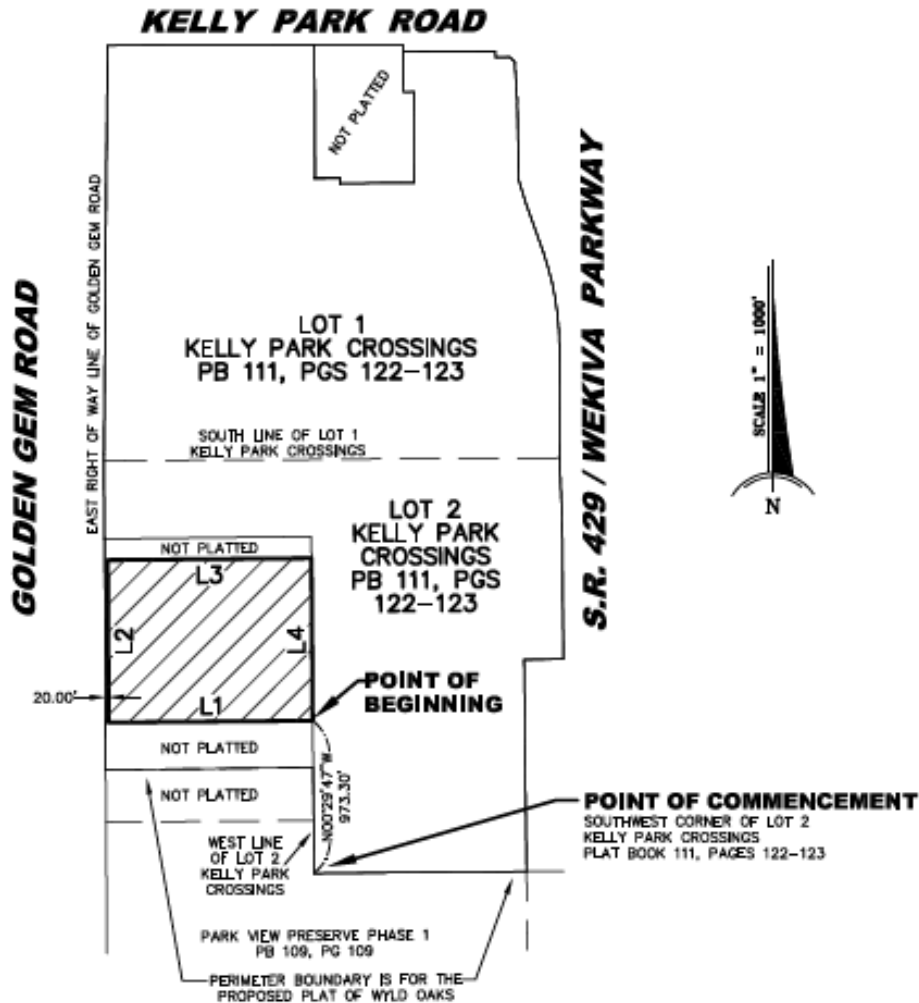
SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 04/14/2024  
DRAWN BY: BP SCALE: 1" = 1000'  
WYLD OAKS PLAT TRACT C-SKETCH  
SHEET 1 OF 2

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: TRACT C

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°30'21"W	1304.38'
L2	N00°21'03"W	1037.00'
L3	N89°30'20"E	1301.75'
L4	S00°29'47"E	1037.00'

**SHANNON SURVEYING, INC.**  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 04/14/2024  
DRAWN BY: BP SCALE: 1" = 1000'  
WYLD OAKS PLAT TRACT C-SKETCH  
SHEET 2 OF 2

# SECTION VII

## RESOLUTION 2024-38

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT CONFIRMING, RATIFYING, APPROVING AND FURTHER AUTHORIZING THE ACTIONS REGARDING THE ASSIGNMENT OF CONSTRUCTION CONTRACTS AND ACQUISITION OF CERTAIN IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Golden Gem Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Apopka, Orange County, Florida (the “**Act**”); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within the boundaries of the District (the “**Phase 1 Project**”), which plan is detailed in the *Golden Gem Community Development District Engineer’s Report of Infrastructure Improvements, dated February 2024, as supplemented by the Addendum - Engineer’s Report of Infrastructure Improvements, dated April 22, 2024*, (together, the “**Engineer’s Report**”); and

**WHEREAS**, Double B Development, LLC, and Kelly Park VB Development, LLC, (together the “**Developer**”), are the owner and development manager of the lands located in the boundaries of the District; and

**WHEREAS**, pursuant to Resolution 2024-34, the District commenced issuance of its 2024 Bonds to finance a portion of the Phase 1 Project (the “**Bonds**”), which Bonds are anticipated to close on June 14, 2024 and generate \$29,725,100.00 in Series 2024 Acquisition and Construction Account, as defined in the First Supplemental Trust Indenture, dated as of June 1, 2024, which will be used to finance a portion of the costs associated with the Phase 1 Project; and

**WHEREAS**, in conjunction with the issuance of the Bonds, the District and Developer entered into, among other financing documents, the *Acquisition Agreement (Phase 1 Project)*, which sets forth the process by which the District may acquire the improvements comprising the Phase 1 Project or take assignment of certain contracts for construction of improvements comprising the Phase 1 Project, as applicable; and

**WHEREAS**, the Developer and contractor, RCS Construction Company of Central Florida Inc., previously entered into that certain Site Construction Agreement for Mass Grading dated as of December 4, 2023, as amended, as listed in **Exhibit A** (collectively, the “**Construction Agreement**”), which is incorporated herein by this reference as if fully recited herein and summarized in the chart attached hereto as **Exhibit A**, and advanced, funded, commenced and completed certain

public sitework infrastructure improvements (collectively, the “**Improvements**”) comprising a portion of the Phase 1 Project; and

**WHEREAS**, the District and Developer desire to enter into various agreements whereby the Developer transfers, assigns and conveys unto the District all of the rights, interests, benefits and privileges of Developer under the Construction Agreement (“**Assignment**”), forms of which are attached hereto as **Composite Exhibit B** (collectively, “**Assignment Documents**”), and sell to the District the completed portions of the Improvements constructed under the Construction Agreement (“**Acquisition**”), all of which shall be contingent upon the closing of the Bonds; and

**WHEREAS**, the District and Developer desire to enter into a temporary construction and access easement agreement (the “**Easement**”) to permit access to the property, form of which is attached hereto as **Exhibit C**; and

**WHEREAS**, a portion of the work contained in the Construction Agreement is for private work outside the scope of the Phase 1 Project and the District and Developer desire to enter into a Cost Share Agreement for the Construction of Site Infrastructure Mass Grading Improvements (the “**Cost Share Agreement**”) to allow Developer to continue to fund the private portion of the work, form of which is attached hereto as **Exhibit D**; and

**WHEREAS**, the District desires to confirm, ratify and approve all actions of Board Member(s) and District staff regarding the Assignment of the Construction Agreement and Acquisition of the Improvements up to date and further authorize Chairman and District staff to take all actions necessary to complete same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Resolution.

**SECTION 2.** The District’s assumption of the Assignment, and the Acquisition, shall be contingent upon the closing of the Bonds. The Assignment Documents attached hereto as **Composite Exhibit B**, Easement attached hereto as **Exhibit C**, and the Cost Share Agreement attached hereto and **Exhibit D**, are approved in substantial form and, subject to the Bonds closing, the Chairman and District staff are hereby authorized by the Board to finalize and execute Assignment Documents after the Bonds closing.

**SECTION 3.** The actions of Boardmembers and District staff including but not limited to District Engineer and District Counsel in negotiating, preparing, drafting and coordinating the Assignment and Acquisition relating to the Construction Agreement, and all actions taken hereinafter and in the furtherance of completing the Assignment and Acquisition, are hereby



declared and affirmed as being in the best interests of the District and are hereby ratified, confirmed, approved and further authorized by the Board.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its adoption.

[Remainder of page intentionally blank]

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of June 2024.

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

<b>Exhibit A</b>	Summary of Construction Agreement
<b>Composite Exhibit B</b>	Assignment Documents
<b>Exhibit C</b>	Construction Easement Agreement
<b>Exhibit D</b>	Cost Share Agreement

**EXHIBIT A – Summary of RCS Construction Company of Central Florida Inc., Mass Grading Site  
Work Agreement ,Change Order 1 and First Amendment**

<b>Mass Grading For Stormwater And Rights-Of-Way</b>	<b>Total Contract Value</b>
<b>General Conditions, Mobilization, Survey</b>	
Change Order #1 - Builders Risk Insurance	69,787.00
Mobilization Payment	250,000.00
Attorney Fee	95,000.00
General Conditions	21,457.44
Performance Bond	80,494.50
Layout / Asbuilts	48,391.25
SWPPP Monitoring	10,003.75
Silt Fence	38,618.08
Tree Protection	19,718.90
Construction Entry	24,923.30
<b>Clearing &amp; Earthwork</b>	
Disc / Clear Site - Wyld Oaks	52,000.00
Demo Structures	34,500.00
Demo Pavement	21,655.36
Demo Concrete	9,177.60
Mass Grade	3,082,249.94
Demo Golden Gem Property	55,333.23
Double Silt Fence For Stockpile Area	16,530.00
Hydro Seed Stockpile Area	57,000.00
Over Excavate Soft Soil Areas 5' In Depth	263,204.64
Grade Site & Sediment Basins	42,707.00
Erosion Control Blankets	25,851.20
Well Abandonment	38,800.00
Clear Site - Golden Gem	51,000.00
Sod Ponds	323,568.70
Pond Liner 30 Mill	73,702.65
Hydro Seed Bottom Of Ponds	72,900.00
Dewatering	30,000.00

Seed/Mulch	354,813.60
<b>Total Mass Grading For Stormwater And Rights-Of-Way</b>	<b>5,263,388.14</b>

	<b>Total Contract Value</b>
<b>Stormwater Infrastructure</b>	
60" HDPE	388,581.34
Control Structure	7,331.82
Manholes	65,156.32
Bubble Ups	18,202.32
Box Culvert 5'X10'	813,138.13
TV Lines	34,017.00
<b>Total Stormwater Infrastructure</b>	<b>1,326,426.93</b>

**Composite Exhibit B – Assignment Documents**

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**WYLD OAKS PROJECT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Double B Development, LLC (“**Assignor**”) does hereby transfer, assign and convey unto Golden Gem Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits and privileges of Assignor under the Site Construction Agreement for Mass Grading Improvements dated as of December 4, 2023 (the “**Original Agreement**”), as amended by that Amendment Number One to Site Construction Agreement for Mass Grading Improvements, dated February 8, 2024 (the “**Amendment**”), as further amended by that Change Order Number 1, dated January 12, 2024 (the “**Change Order**” and together with the Amendment and the Original Agreement, the “**Agreement**”) providing for certain construction services related to the project known and identified as the “Wyld Oaks Project” (“**Project**”).

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof inclusive of the obligation to pay (i) any current work in progress, (ii) any approved amounts in any pending application for payment that is not yet due and owing to Contractor and (iii) any earned retainage. In the first payment to RCS Construction Company of Central Florida, Inc. (“**Contractor**”) funded by Assignee, Assignee shall pay Contractor approved amounts due and unpaid under any submitted application for payment and 50% of the earned retainage. Provided however Assignee shall retain 5% from Contractor’s payment applications and maintain a total of 5% retainage on all of Contractor’s earned amounts until the time of final payment by Assignee. Contractor hereby consents to the assignment of the Agreement and all of Assignor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment and the Addendum attached as **Exhibit “A”**, the provisions set forth in **Exhibit “A”** hereto are incorporated in and made a part of the Agreement. In connection with the assignment to the District, Contractor shall also execute Exhibits A-D attached to the Addendum. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and the attached **Addendum** the terms and conditions of the attached **Addendum** shall govern and control. Assignor represents that the Agreement was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Assignor agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

**KELLY PARK VB DEVELOPMENT, LLC**

By: KPVB Acquisition, LLC, its Member

By: WO Assignment, LLC, its Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

**DOUBLE B DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairperson

**RCS CONSTRUCTION COMPANY OF CENTRAL FLORIDA  
INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

**ADDENDUM (“ADDENDUM”) TO SITE CONSTRUCTION AGREEMENT  
WYLD OAKS PROJECT**

**1. ASSIGNMENT.** This Addendum applies to the Site Construction Agreement for Mass Grading Improvements dated as of December 4, 2023, as amended, ( the “**Agreement**”) between the assignee, Golden Gem Community Development District (“**District**”) and RCS Construction Company of Central Florida, Inc. (“**Contractor**”), which Agreement was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Agreement conflict with this Addendum, the terms of this Addendum shall govern and control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work on behalf of the District, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor and its surety shall execute, deliver to the District, a Dual Obligee Bond Rider reflecting the status of the District as an obligee of payment and performance bonds in an amount equal to or exceeding the contract sum applicable to the Agreement. The Contractor’s delivery of the payment and performance bonds along with the updated Dual Obligee Bond Rider naming the District as an additional obligee shall be deemed to satisfy the requirements of Section 255.05, Florida Statutes. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Agreement to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with District portion of the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. Nothing herein shall prohibit Contractor from utilizing any lien rights allowed pursuant to the Agreement for associated provision of private work funded by Kelly Park VB Development, LLC, pursuant to that certain Cost Share Agreement Between District and Kelly Park VB Development, LLC, for the Construction of Infrastructure Improvements, dated June \_\_, 2024, on private property owned by Kelly Park VB Development, LLC.

**3. INSURANCE.** In addition to the existing additional insureds under the Agreement, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Agreement. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Agreement, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.



**5. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees. After the assignment to the District, the Contractor's indemnity obligations to the District are as follows:

Contractor shall indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the indemnity herein shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be

executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original Agreement contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with the Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, [GFLINT@GMSCFL.COM](mailto:GFLINT@GMSCFL.COM), PHONE (407) 841-5524.**

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

**9. NOTICES.** Notices provided to the District pursuant to the Agreement shall be provided to the following individuals:

District: Golden Gem Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. CONFIDENTIALITY.** Given the District's status as a public entity, confidentiality provisions in the Agreement do not apply as it relates to the District and on a going forward basis.

**15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that Double B Development LLC retains the right to enforce the Agreement for any claims relating to the Contractor's obligations to make payment to subcontractors and materialmen which were due and owing prior to the assignment of the Agreement.

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

**(Signatures on Next Page)**

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**RCS CONSTRUCTION COMPANY OF  
CENTRAL FLORIDA, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name: \_\_\_\_\_

Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Contractor's Acknowledgment and Acceptance of Assignment and Release

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Golden Gem Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for RCS Construction Company of Central Florida, Inc.  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of RCS Construction Company of Central Florida, Inc. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

**EXHIBIT B**

**PUBLIC ENTITY CRIMES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Golden Gem Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for RCS Construction Company of Central Florida, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  

---
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Subcontractor: **RCS Construction Company of  
Central Florida, Inc**

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

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

**EXHIBIT C**

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Contractor: **RCS Construction Company of Central Florida, Inc.**

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

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
		\$	\$
<b>Project Total</b>			\$

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Contractor: **RCS Construction Company of Central Florida, Inc.**

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

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
WYLD OAKS PROJECT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RCS Construction Company of Central Florida, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Agreement between Owner and Contractor* ("**Contractor Agreement**") between Double B Development, LLC and Contractor dated December 4, 2023, has been assigned to the Golden Gem Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded performance and payment bonds within three (3) business days after execution of this Contractor's Acknowledgment and Acceptance of Assignment and Release, and shall provide an updated Dual Obligee Bond Rider executed by Contractor and its surety and reflecting the addition of the District as an obligee under the bonds.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**RCS Construction Company of Central  
Florida, Inc.**

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ for RCS Construction Company of Central Florida, Inc. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT**

**WYLD OAKS - MASS GRADING**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Double B Development, LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Golden Gem Community Development District (“**District**”) to accept an assignment of the Contractor Agreement defined herein.
- (ii) Contract for construction of completed mass grading to date (“**Work**”) by and between the Developer and RCS Construction Company of Central Florida, Inc. (“**Contractor**”), titled *Site Construction Agreement for Mass Grading Improvements*, dated December 4, 2023, as amended by Change Order #1 and Addendum #1 dated January 12, 2024 and February 8, 2024 respectively (“**Contractor Agreement**” or “**Project**”) and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District’s acceptance of an assignment of the Contractor Agreement as it relates to certain completed work to date (“**Work**”) as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained documentation from Contractor acknowledging the assignment of the above referenced contract and the validity thereof.
- (v) The Contractor \_\_\_\_ has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto

as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.

- (vi) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.
- (viii) Pursuant to the *Acquisition Agreement*, dated June 14, 2024, the District agrees to acquire any work previously conducted under the Contractor Agreement by separate Bill of Sale and other supporting documentation.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[Signatures on next page]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**DOUBLE B DEVELOPMENT, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Double B Development, LLC, on its behalf. H/She [] is personally known to me or [] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

## EXHIBIT A-2

### Description of Completed Work and Acquisition Cost

**Completed Mass Grading Work** – The District Work identified in Mobilization Payment, and Pay Applications #1, #2, #3, and #4 and more specifically described as follows:

	Total Contract Value	% Eligible For CDD	Mobilization Payment	Mass Grading Payment Application #1	Mass Grading Payment Application #2	Mass Grading Payment Application #3	Mass Grading Payment Application #4	Total Paid To Date	Total Eligible For CDD Reimbursement
<b>Mass Grading For Stormwater And Rights-Of-Way</b>			Check #1044	Check #2020	Check #2043	ACH 4/16/24	Check #2075		
<b>General Conditions, Mobilization, Survey</b>									
Change Order #1 - Builders Risk Insurance	69,787.00	9.97%			69,787.00			69,787.00	6,957.76
Mobilization Payment	250,000.00	9.97%	250,000.00					250,000.00	24,925.00
Attorney Fee	95,000.00	9.97%		95,000.00				95,000.00	9,471.50
General Conditions	21,457.44	9.97%		3,000.00		3,000.00	4,500.00	10,500.00	1,046.85
Performance Bond	80,494.50	9.97%		80,494.50				80,494.50	8,025.30
Layout / Asbuilts	48,391.25	9.97%		4,500.00		4,600.00	3,500.00	12,600.00	1,256.22
SWPPP Monitoring	10,003.75	9.97%		850.00		1,400.00	1,500.00	3,750.00	373.88
Silt Fence	38,618.08	9.97%		31,000.00			7,618.08	38,618.08	3,850.22
Tree Protection	19,718.90	9.97%						0.00	0.00
Construction Entry	24,923.30	9.97%		1,000.00				1,000.00	99.70
								0.00	0.00
								0.00	0.00
<b>Clearing &amp; Earthwork</b>									
Disc / Clear Site - Wyld Oaks	52,000.00	9.97%				33,500.00	2,500.00	36,000.00	3,589.20
Demo Structures	34,500.00	9.97%				8,500.00		8,500.00	847.45
Demo Pavement	21,655.36	9.97%						0.00	0.00
Demo Concrete	9,177.60	9.97%						0.00	0.00
Mass Grade	3,082,249.94	9.97%				1,160,000.00	768,808.00	1,928,808.00	192,302.16
Demo Golden Gem Property	55,333.23	9.97%						0.00	0.00
Double Silt Fence For Stockpile Area	16,530.00	9.97%						0.00	0.00
Hydro Seed Stockpile Area	57,000.00	9.97%						0.00	0.00
Over Excavate Soft Soil Areas 5' In Depth	263,204.64	9.97%						0.00	0.00
Grade Site & Sediment Basins	42,707.00	9.97%						0.00	0.00
Erosion Control Blankets	25,851.20	9.97%						0.00	0.00
Well Abandonment	38,800.00	9.97%						0.00	0.00
Clear Site - Golden Gem	51,000.00	9.97%						0.00	0.00
Sod Ponds	323,568.70	9.97%						0.00	0.00
Pond Liner 30 Mill	73,702.65	9.97%						0.00	0.00
Hydro Seed Bottom Of Ponds	72,900.00	9.97%						0.00	0.00
Dewatering	30,000.00	9.97%						0.00	0.00
Seed/Mulch	354,813.60	9.97%						0.00	0.00
<b>Total Mass Grading For Stormwater And Rights-Of-Way</b>	<b>5,263,388.14</b>	<b>9.97%</b>	<b>250,000.00</b>	<b>215,844.50</b>	<b>69,787.00</b>	<b>1,211,000.00</b>	<b>788,426.08</b>	<b>2,535,057.58</b>	<b>252,745.24</b>

	Total Contract Value	% Eligible For CDD	Mobilization Payment	Mass Grading Payment Application #1	Mass Grading Payment Application #2	Mass Grading Payment Application #3	Mass Grading Payment Application #4	Total Paid To Date	Total Eligible For CDD Reimbursement
<b>Stormwater Infrastructure</b>						ACH 4/16/24	Check #2075		
60" HDPE	388,581.34	100.00%					243,382.72	243,382.72	243,382.72
Control Structure	7,331.82	100.00%						0.00	0.00
Manholes	65,156.32	100.00%						0.00	0.00
Bubble Ups	18,202.32	100.00%						0.00	0.00
Box Culvert 5'X10'	813,138.13	100.00%				105,550.00	168,152.05	273,702.05	273,702.05
TV Lines	34,017.00	100.00%						0.00	0.00
<b>Total Stormwater Infrastructure</b>	<b>1,326,426.93</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>105,550.00</b>	<b>411,534.77</b>	<b>517,084.77</b>	<b>517,084.77</b>
Retainage			0.00	0.00	0.00	-10,555.00	-41,153.48	-51,708.48	-51,708.48
<b>Total Amount Paid</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>94,995.00</b>	<b>370,381.29</b>	<b>465,376.29</b>	<b>465,376.29</b>



**AFFIDAVIT REGARDING COSTS PAID**

**WYLD OAKS - MASS GRADING**

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

I, \_\_\_\_\_, of **Double B Development, LLC**, a Florida limited liability company ("**Double B**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is \_\_\_\_\_ and I have authority to make this affidavit on behalf of Double B as shown below.
3. Double B is the developer of certain lands within the Golden Gem Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report of Infrastructure Improvements*, dated February, 2024, as supplemented by that *Addendum - Engineer's Report of Infrastructure Improvements*, dated April 22, 2024 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Double B has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Double B has spent on those improvements and/or work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Double B agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed work and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing *Affidavit Regarding Costs Paid* and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DOUBLE B DEVELOPMENT, LLC**, a Florida  
limited liability company

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

Title: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of Double B Development, LLC, who [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit A** – Description of Completed Work to Date

## DISTRICT ENGINEER'S CERTIFICATE

### WYLD OAKS - MASS GRADING

\_\_\_\_\_, 2024

Board of Supervisors  
Golden Gem Community Development District

Re: Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Kimley-Horn and Associates, Inc. ("**District Engineer**"), as District Engineer for the Golden Gem Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Double B Development, LLC, a Florida limited liability company ("**Developer**") of certain completed work to date ("**Work**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Work is within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report of Infrastructure Improvements*, dated February, 2024, as supplemented by that *Addendum - Engineer's Report of Infrastructure Improvements*, dated April 22, 2024 (together, the "**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
3. The Work was installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work, and (ii) the reasonable fair market value of the Work.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Work are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
 \_\_\_\_\_, P.E.  
 \_\_\_\_\_  
 Florida Registration No. \_\_\_\_\_  
 Consulting Engineer

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, P.E., on behalf of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [] or did not [] take the oath.

\_\_\_\_\_  
 Notary Public, State of Florida  
 Print Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**Exhibit A – Description of Completed Work to Date**

## BILL OF SALE AND LIMITED ASSIGNMENT

### WYLD OAKS - MASS GRADING

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of \_\_\_\_\_, 2024, by **Double B Development, LLC**, a Florida limited liability company, whose mailing address for purposes hereof is 660 Beachland Boulevard, Suite 301, Vero Beach, Florida 32963 ("**Grantor**"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Golden Gem Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 219 East Livingston Street, Orlando, Florida 32801.

### BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain construction work completed to date ("**Work**") as further described on the attached **Exhibit A**.

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following Work and other property interests as described below to have and to hold for Grantee's own use and benefit forever but only to the extent related to the Work (and no more) and in each case without prejudice to or limiting the rights and remedies of Grantor thereunder:
  - a. all of the transferable right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits (with the exception of lien waivers), warranties, bonds, claims, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Work (and no further); and
  - b. Also, the Grantor agrees to convey or cause to be conveyed when finalized any and all transferable site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Work described in such subparagraphs, but only to the extent related to the Work (and no further).
  - c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work; (ii) the Work is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work; and (iv) the Grantor will warrant and defend the sale of the Work hereby made unto the Grantee against the lawful claims and demands of all persons making the same against the Grantee by or through Grantor.

3. All transfers, conveyances, and assignments made hereunder are made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Work. The Grantor hereby assigns, on a non-exclusive basis, to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Work, including, but not limited to, any and all warranties and other forms of indemnification with respect to the same (subject to the Grantor’s reservations of rights as more fully set forth herein). The Grantee is solely responsible for its use of the Property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The District further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Grantor is released from any liability in connection therewith, but only as to such revision or modification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

5. As consideration for the sale of the Work, Grantee agrees to pay the sums set forth in the attached **EXHIBIT A** to the extent proceeds are available and eligible and pursuant to that certain *Acquisition Agreement*, dated **June 14, 2024**.

6. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Work.

**WHEREFORE**, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

Signed, sealed and delivered by:

**WITNESSES**

**DOUBLE B DEVELOPMENT, LLC**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as the \_\_\_\_\_ of Double B Development, LLC, who [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature  
\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A** – Description of Completed Work to Date

## Exhibit C – Temporary Construction Easement Agreement

Prepared by and upon recording  
should be returned to:

Alyssa C. Willson, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

1. **TEMPORARY CONSTRUCTION AND**
2. **ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, whose address is 660 Beachland Boulevard, Suite 301, Vero Beach, Florida 32963 (“**Grantor**”) in favor of **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

### 3. **WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in the District, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of certain master infrastructure lake excavation, surface water management system, roadways, water distribution system, sanitary collection and transmission system, irrigation/reclaim water distribution system, offsite improvements, environmental improvements and related improvements as authorized by law (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:



**Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

**Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release or termination of the Easement in the Public Records of Orange County, Florida, then this Agreement shall automatically terminate and be extinguished without further action of the Grantor or Grantee being required. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein.

Alternatively, (a) upon recordation of a plat containing residential lots (“Residential Lots”), this Agreement shall partially and automatically terminate and be extinguished as to the Residential Lots, (b) upon recordation of a plat or a deed dedicating tracts described therein to City of Apopka, Orange County, Florida ( the “City Tracts”), this Agreement shall partially and automatically terminate and be extinguished as to the City Tracts, and in either event all rights in the Easement upon such Lots and City Tracts granted by this Agreement shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required.

If and when the Grantor intends to convey other portions of the Easement Area (the “Other Tracts”) to third parties, the Grantor shall so notify the Grantee in writing. If the Grantee has completed the Improvements on the Other Tracts, Grantee shall execute and deliver to Grantor a partial release of the applicable Other Tracts from the Easement and this Agreement, in which event all rights in the Easement upon such Other Tracts granted by this Agreement shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required. If the Grantee receives a request from Grantor for a partial release of the Easement and this Agreement as to any Other Tracts intended to be conveyed to a third party, and Grantee has not yet completed the Improvements on the applicable Other Tract, Grantor may elect to convey the applicable Other Tract to the third party subject to the Easement and this Agreement, in which event Grantee agrees that it shall thereafter execute and deliver a partial release of the Other Tract to Grantor, as aforesaid, at such time as the Improvements on the Other Tract are complete.

Should the Grantee acquire from the Grantor fee simple title to any portion of the Easement Area that is subject to the Easement and this Agreement, this Agreement shall partially and automatically terminate and be extinguished as to the portion of the Easement Area acquired by the Grantee, and in such event all rights in the Easement upon such portion of the Easement Area shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required.

**Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly

or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. If requested in writing by Grantor at or any time following Grantee's commencement of construction of the Improvements, Grantee shall increase such insurance coverage to a higher amount requested by Grantor up to \$2,000,000.00. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

**Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

**Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, and contractors.

**Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

**Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00

pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

**Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

**Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

**Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

**Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here under, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

4. *[SIGNATURES CONTAINED ON FOLLOWING PAGES]*

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

**“GRANTOR”**

WITNESSES:

**KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

By: KPVB Acquisition, LLC, a Delaware limited liability company, its Member

By: WO Assignment, LLC, a Florida limited liability company, its Member

By: \_\_\_\_\_  
Ronald L. Edwards,  
Its Manager

Date: \_\_\_\_\_, 2024

STATE OF FLORIDA

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

The foregoing instrument was executed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024 by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as Member of KPVB Acquisition, LLC, a Delaware limited liability company, as Member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced \_\_\_\_\_ as identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

Signed, sealed and delivered  
in the presence of:

**“GRANTEE”**

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Craig Linton, Jr.  
Its Chairperson, Board of Supervisors

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Craig Linton, Jr., as  
Chairperson of the Board of Supervisors of the Golden Gem Community Development District,  
who is  personally known to me or  produced \_\_\_\_\_ as  
identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

## Exhibit D Cost Share Agreement

### **COST SHARE AGREEMENT BETWEEN GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT AND KELLY PARK VB DEVELOPMENT, LLC, FOR THE CONSTRUCTION OF SITE INFRASTRUCTURE MASS GRADING IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**Golden Gem Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**Kelly Park VB Development, LLC**, a Delaware limited liability company, and owner of certain lands within the boundaries of the District, with a mailing address of 660 Beachland Boulevard, Suite 301, Vero Beach, Florida 32963 (the “Developer” together with the District, the “Parties”).

#### **RECITALS**

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

**WHEREAS**, the District has accepted the assignment of an agreement (the “Construction Contract”) with RCS Construction Company of Central Florida, Inc. (the “Contractor”), in connection with the Wyld Oaks project (the “Project”), which contract will be administered by such person or entity appointed by the District (the “Construction Project Manager”) subject to review by the District’s engineer authorized to conduct such review (the “Engineer”). As used herein, the term “Work” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

**WHEREAS**, the Developer is currently not a party to the Construction Contract; however, Developer owns certain lands located within the confines of the Project, within the boundaries of the District; and

**WHEREAS**, the District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the *Golden Gem Community Engineer’s Report of Infrastructure Improvements*, dated February 2024 (the “Capital Improvement Plan”), and benefit lands within the District (the “District Items of Work”); and

**WHEREAS**, the Developer has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District’s Capital Improvement Plan; and

**WHEREAS**, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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

## **AGREEMENT**

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

**2. ITEMS OF WORK.** The Contractor's proposal describes the scope of the work ("Total Work"), as included in the Construction Contract. **Exhibit A** identifies those items that are to be the responsibility of Developer to fund ("Developer Items of Work"), which also includes such amounts funded by Developer prior to assignment of the Construction Contract to the District. The District and Developer shall each own, operate and maintain their respective Items of Work.

**3. COST ALLOCATIONS.**

*3.1 Cost Allocation.* Developer shall pay all of the costs of the Developer Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

*3.2 Cost Allocation for Services.* Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the Developer Items of Work and notify Developer of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

*3.3 Dispute of Engineer's Determination.* Should the District or Developer dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and Developer, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the

independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give Developer the right to dispute the cost of the Developer Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

**4. PAYMENT OF COSTS.** Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: the Project Manager and Engineer will review invoices and determine which portion is District Items of Work and which portion is Developer Items of Work. Upon such determination, the District will submit a requisition for the District Items of Work and Developer will submit payment to District for Developer Items of Work within ten (10) days. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, District shall transmit Developer Items of Work payment to Contractor.

## **5. ACCEPTANCE OF WORK**

*5.1 Acceptance of Work.* Before the District makes Final Payment as defined below, the District shall provide Developer with a certificate from the Engineer that, to the best of his knowledge, the Developer Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, Developer shall inspect the Project and provide written notice to the District that the Developer Items of Work, to the best of Developer's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by Developer to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to Developer that such notice be provided. Should Developer fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, Developer is deemed to have determined that the Developer Items of Work are in substantial compliance with the Construction Contract.



- 5.2 *Substantial Compliance.* If Developer's notice is that the Developer Items of Work are in substantial compliance (or if Developer fails to provide notice as provided in subsection 5.1), then Developer shall be deemed to have accepted the Developer Items of Work except as to defects not then readily discoverable. Developer shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from Developer, the District shall pay the Contractor. Subsequent to Developer's giving such notice of such substantial compliance and the making of Final Payment by the District, Developer agrees that it shall have no claim against the District with respect to any Developer Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.
- 5.3 *Non-Compliance.* In the event Developer's notice is that Developer Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying Developer Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the Developer Items of Work. In the event the District disputes Developer's notice of non-compliance, notice of such dispute shall be provided to Developer by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Developer Items of Work subject to Developer's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractor, Developer shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the Developer Items of Work, provided that the defective Developer Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by Developer pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily

completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

**6. CONSTRUCTION CONTRACT AND PLANS.** The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the Developer Items of Work without the written consent of Developer.
- 6.2 *Entitlement to Credits.* In the event the Developer gives written consent in accordance with Section 6.1, Developer shall be entitled to receive the benefit of any credits with respect to the Developer Items of Work as determined in accordance with the Construction Contract.
- 6.3 *Record Drawings.* Upon request, the District shall furnish Developer, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to Developer upon Final Completion of the Work.

**7. INSURANCE AND WAIVER OF SUBROGATION.**

- 7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of Developer, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing Developer as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, Developer will pay those additional costs. Developer will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that Developer, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to Developer for the proceeds of such insurance that is applicable to the Developer Items of Work.
- 7.2 *Waiver of Subrogation.* The District and Developer waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of

insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

**8. LICENSE.** Developer hereby grants the District and the District's agents a temporary license to enter property owned by Developer, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter Developer's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

**9. OBLIGATIONS OF DEVELOPER.** It is the intent of the Parties that Developer's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that Developer shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. Developer hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by Developer for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to Developer of such notices as the necessity for the notices arises. Developer agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the Developer Items of Work portion of the Construction Contract or as are otherwise related to the Developer Items of Work

**10. ENGINEER'S DUTIES.** The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

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

**12. DEFAULTS.** Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

**13. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

**14. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made

only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

**15. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**16. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to Developer: Kelly Park VB Development, LLC  
660 Beachland Boulevard, Suite 301  
Vero Beach, Florida 32963  
Attn: Kevin M. Barry

If to District: Golden Gem Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

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

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

covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**18. EFFECTIVE DATE.** This Agreement shall be effective as of the date first set forth above.

**19. APPLICABLE LAW AND VENUE.** This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Orange County, Florida.

**20. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

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

**22. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

**23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:

**Golden Gem Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

**KELLY PARK VB DEVELOPMENT,  
LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

By: KPVB Acquisition, LLC, a Delaware  
limited liability company, its Member

By: WO Assignment, LLC, a Florida  
limited liability company, its Member

By: \_\_\_\_\_  
Name: Ronald L. Edwards  
Title: Manager

**Exhibit A:** Developer Items of Work

Error! Unknown document property name.

**EXHIBIT A**

Developer Items of Work

Developer Items of Work shall include all work not attributable to the mass grading associated with the stormwater and rights-of-way areas. It is anticipated that Developer Items of Work shall constitute 90.03% of the total contract value for the scope of work outlined below. Prior to assignment of Construction Agreement to the District, Developer previously paid potions associated with Developer Items of Work totaling \$2,076,588.60.

<b>Mass Grading Developer Items of Work</b>	<b>Total Contract Value</b>
<b>General Conditions, Mobilization, Survey</b>	
Change Order #1 - Builders Risk Insurance	69,787.00
Mobilization Payment	250,000.00
Attorney Fee	95,000.00
General Conditions	21,457.44
Performance Bond	80,494.50
Layout / Asbuilts	48,391.25
SWPPP Monitoring	10,003.75
Silt Fence	38,618.08
Tree Protection	19,718.90
Construction Entry	24,923.30
<b>Clearing &amp; Earthwork</b>	
Disc / Clear Site - Wyld Oaks	52,000.00
Demo Structures	34,500.00
Demo Pavement	21,655.36
Demo Concrete	9,177.60
Mass Grade	3,082,249.94
Demo Golden Gem Property	55,333.23
Double Silt Fence For Stockpile Area	16,530.00
Hydro Seed Stockpile Area	57,000.00
Over Excavate Soft Soil Areas 5' In Depth	263,204.64
Grade Site & Sediment Basins	42,707.00

Error! Unknown document property name.

**Error! Unknown document property name.**

Erosion Control Blankets	25,851.20
Well Abandonment	38,800.00
Clear Site - Golden Gem	51,000.00
Sod Ponds	323,568.70
Pond Liner 30 Mill	73,702.65
Hydro Seed Bottom Of Ponds	72,900.00
Dewatering	30,000.00
Seed/Mulch	354,813.60
<b>Total Mass Grading For Stormwater And Rights-Of-Way</b>	<b>5,263,388.14</b>



# SECTION VIII

## RESOLUTION 2024-39

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT CONFIRMING, RATIFYING, APPROVING AND FURTHER AUTHORIZING THE ACTIONS REGARDING THE ASSIGNMENT OF CONSTRUCTION CONTRACTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Golden Gem Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Apopka, Orange County, Florida (the “**Act**”); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within the boundaries of the District (the “**Phase 1 Project**”), which plan is detailed in the *Golden Gem Community Development District Engineer’s Report of Infrastructure Improvements, dated February 2024, as supplemented by the Addendum - Engineer’s Report of Infrastructure Improvements, dated April 22, 2024*, (together, the “**Engineer’s Report**”); and

**WHEREAS**, Double B Development, LLC, and Kelly Park VB Development, LLC, (together the “**Developer**”), are the owner and development manager of the lands located in the boundaries of the District; and

**WHEREAS**, pursuant to Resolution 2024-34, the District commenced issuance of its 2024 Bonds to finance a portion of the Phase 1 Project (the “**Bonds**”), which Bonds are anticipated to close on June 14, 2024 and generate \$29,725,100.00 in Series 2024 Acquisition and Construction Account, as defined in the First Supplemental Trust Indenture, dated as of June 1, 2024, which will be used to finance a portion of the costs associated with the Phase 1 Project; and

**WHEREAS**, in conjunction with the issuance of the Bonds, the District and Developer entered into, among other financing documents, the *Acquisition Agreement (Phase 1 Project)*, which sets forth the process by which the District may acquire the improvements comprising the Phase 1 Project or take assignment of certain contracts for construction of improvements comprising the Phase 1 Project, as applicable; and

**WHEREAS**, the Developer and contractor, RCS Construction Company of Central Florida Inc., previously entered into that certain Site Construction Agreement for Infrastructure Improvements dated as of December 4, 2023, as amended, as listed in **Exhibit A** (collectively, the “**Construction Agreement**”), which is incorporated herein by this reference as if fully recited herein and summarized in the chart attached hereto as **Exhibit A**, and commenced construction

of certain public sitework infrastructure improvements (collectively, the “Improvements”) comprising a portion of the Phase 1 Project; and

**WHEREAS**, the District and Developer desire to enter into various agreements whereby the Developer transfers, assigns and conveys unto the District all of the rights, interests, benefits and privileges of Developer under the Construction Agreement (“Assignment”), forms of which are attached hereto as **Composite Exhibit B** (collectively, “Assignment Documents”), all of which shall be contingent upon the closing of the Bonds; and

**WHEREAS**, the District desires to confirm, ratify and approve all actions of Board Member(s) and District staff regarding the Assignment of the Construction Agreement and further authorize Chairman and District staff to take all actions necessary to complete same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Resolution.

**SECTION 2.** The District’s assumption of the Assignment shall be contingent upon the closing of the Bonds. The Assignment Documents attached hereto as **Composite Exhibit B** are approved in substantial form and, subject to the Bonds closing, the Chairman and District staff are hereby authorized by the Board to finalize and execute Assignment Documents after the Bonds closing.

**SECTION 3.** The actions of Boardmember(s) and District staff including but not limited to District Engineer and District Counsel in negotiating, preparing, drafting and coordinating the Assignment relating to the Construction Agreement, and all actions taken hereinafter and in the furtherance of completing the Assignment and Acquisition, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, confirmed, approved and further authorized by the Board.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its adoption.

[Remainder of page intentionally blank]

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of June 2024.

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**Exhibit A**  
**Composite Exhibit B**

Summary of Construction Agreement  
Assignment Documents

**EXHIBIT A – Summary of RCS Construction Company of Central Florida Inc., Site Construction Agreement for Infrastructure Improvements Agreement**

Phase 1 Project Infrastructure – Infrastructure Improvements Contract \$14,205,206.49  
Change Order 1 to Site Infrastructure Contract, adding builder’s risk coverage: 215,446.20

<b>TOTAL CONTRACT ASSIGNMENT</b>	<b>\$ 14,420,652.69</b>
----------------------------------	-------------------------

**Composite Exhibit B – Assignment Documents**

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**WYLD OAKS PROJECT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Double B Development, LLC (“**Assignor**”) does hereby transfer, assign and convey unto Golden Gem Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits and privileges of Assignor under the Site Construction Agreement for Infrastructure Improvements dated as of December 4, 2023 (the “**Agreement**”), providing for certain construction services related to the project known and identified as the “Wyld Oaks Project” (“**Project**”).

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof inclusive of the obligation to pay (i) any current work in progress, (ii) any approved amounts in any pending application for payment that is not yet due and owing to Contractor and (iii) any earned retainage. In the first payment to RCS Construction Company of Central Florida, Inc. (“**Contractor**”) funded by Assignee, Assignee shall pay Contractor approved amounts due and unpaid under any submitted application for payment and 50% of the earned retainage. Provided however Assignee shall retain 5% from Contractor’s payment applications and maintain a total of 5% retainage on all of Contractor’s earned amounts until the time of final payment by Assignee. Contractor hereby consents to the assignment of the Agreement and all of Assignor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment and the Addendum attached as **Exhibit “A”**, the provisions set forth in **Exhibit “A”** hereto are incorporated in and made a part of the Agreement. In connection with the assignment to the District, Contractor shall also execute Exhibits A-D attached to the Addendum. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and the attached **Addendum** the terms and conditions of the attached **Addendum** shall govern and control. Assignor represents that the Agreement was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Assignor agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

**KELLY PARK VB DEVELOPMENT, LLC**

By: KPVB Acquisition, LLC, its Member

By: WO Assignment, LLC, its Member

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

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

Title: Manager

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**

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

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

Title: Chairperson

**DOUBLE B DEVELOPMENT, LLC**

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

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

Title: \_\_\_\_\_

**RCS CONSTRUCTION COMPANY OF CENTRAL FLORIDA INC.**

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

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

Title: \_\_\_\_\_

# EXHIBIT A



**ADDENDUM (“ADDENDUM”) TO SITE CONSTRUCTION AGREEMENT  
WYLD OAKS PROJECT**

**1. ASSIGNMENT.** This Addendum applies to the Site Construction Agreement for Infrastructure Improvements dated as of December 4, 2023 (the “**Agreement**”) between the assignee, Golden Gem Community Development District (“**District**”) and RCS Construction Company of Central Florida, Inc. (“**Contractor**”), which Agreement was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Agreement conflict with this Addendum, the terms of this Addendum shall govern and control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work on behalf of the District, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor and its surety shall execute, deliver to the District, a Dual Obligee Bond Rider reflecting the status of the District as an obligee of payment and performance bonds in an amount equal to or exceeding the contract sum applicable to the Agreement. The Contractor’s delivery of the payment and performance bonds along with the updated Dual Obligee Bond Rider naming the District as an additional obligee shall be deemed to satisfy the requirements of Section 255.05, Florida Statutes. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Agreement to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Agreement, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Agreement. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Agreement, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees. After the assignment to the District, the Contractor’s indemnity obligations to the District are as follows:

Contractor shall indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the indemnity herein shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original Agreement contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with the Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT,**

**219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801,  
[GFLINT@GMSCFL.COM](mailto:GFLINT@GMSCFL.COM), PHONE (407) 841-5524.**

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

**9. NOTICES.** Notices provided to the District pursuant to the Agreement shall be provided to the following individuals:

District: Golden Gem Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. CONFIDENTIALITY.** Given the District's status as a public entity, confidentiality provisions in the Agreement do not apply as it relates to the District and on a going forward basis.

**15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that Double B Development LLC retains the right to enforce the Agreement for any claims relating to the Contractor's obligations to make payment to subcontractors and materialmen which were due and owing prior to the assignment of the Agreement.

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

**(Signatures on Next Page)**

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**RCS CONSTRUCTION COMPANY OF  
CENTRAL FLORIDA, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name: \_\_\_\_\_

Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Contractor's Acknowledgment and Acceptance of Assignment and Release

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Golden Gem Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, of RCS Construction Company of Central Florida, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Golden Gem Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of RCS Construction Company of Central Florida, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT C**

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Florida, Inc.

Contractor: RCS Construction Company of Central

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

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of RCS Construction Company of Central Florida, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

Subcontractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of RCS Construction Company of Central Florida, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
WYLD OAKS PROJECT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RCS Construction Company of Central Florida, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Agreement between Owner and Contractor* ("**Contractor Agreement**") between Double B Development, LLC and Contractor dated December 4, 2023, has been assigned to the Golden Gem Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded performance and payment bonds within three (3) business days after execution of this Contractor's Acknowledgment and Acceptance of Assignment and Release, and shall provide an updated Dual Oblige Bond Rider executed by Contractor and its surety and reflecting the addition of the District as an obligee under the bonds.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**RCS Construction Company of Central  
Florida, Inc.**

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ for RCS Construction Company of Central Florida, Inc. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

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

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT**

**WYLD OAKS - INFRASTRUCTURE IMPROVEMENTS**

STATE OF FLORIDA

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Double B Development, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Golden Gem Community Development District ("**District**") to accept an assignment of the Contractor Agreement defined herein.
- (ii) Contract for construction of completed infrastructure improvements to date ("**Work**") by and between the Developer and RCS Construction Company of Central Florida, Inc. ("**Contractor**"), titled *Site Construction Agreement for Infrastructure Improvements*, dated December 4, 2023 ("**Contractor Agreement**" or "**Project**") and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement as it relates to certain completed work to date ("**Work**") agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained documentation from Contractor acknowledging the assignment of the above referenced contract and the validity thereof.
- (v) The Contractor \_\_\_\_ has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer \_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.
- (viii) Pursuant to the *Acquisition Agreement*, dated June 14, 2024, the District agrees to acquire any work previously conducted under the Contractor Agreement by separate Bill of Sale and other supporting documentation.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

*[Signatures on next page]*

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**DOUBLE B DEVELOPMENT, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Double B Development, LLC, on its behalf. H/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



# SECTION IX

# SECTION A

## RESOLUTION 2024-40

### THE ANNUAL APPROPRIATION RESOLUTION OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Golden Gem Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a),

*Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Golden Gem Community Development District for the Fiscal Year Ending September 30, 2025.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$ 153,628 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>153,628</u>
TOTAL ALL FUNDS	\$ <u>153,628</u>

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within sixty (60) days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

**PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2024.**

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2024/2025 Budget

**Exhibit A**

Fiscal Year 2024/2025 Budget

***Golden Gem***  
***Community Development District***

***Proposed Budget***  
***FY2025***



# Table of Contents

1 General Fund

2-4 General Fund Narrative



**Golden Gem**  
**Community Development District**  
**General Fund**

Description	Proposed Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Proposed Budget FY2025
<b>Revenues</b>					
Developer Contributions	\$ 94,677	\$ 45,919	\$ 42,790	\$ 88,708	\$ 153,628
<b>Total Revenues</b>	<b>\$ 94,677</b>	<b>\$ 45,919</b>	<b>\$ 42,790</b>	<b>\$ 88,708</b>	<b>\$ 153,628</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 9,000	\$ 600	\$ 5,000	\$ 5,600	\$ 12,000
FICA Expense	\$ 689	\$ 46	\$ 383	\$ 428	\$ 918
Engineering	\$ 11,250	\$ 3,285	\$ 2,346	\$ 5,631	\$ 15,000
Attorney	\$ 18,750	\$ 12,611	\$ 18,750	\$ 31,361	\$ 25,000
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 28,125	\$ 11,593	\$ 15,625	\$ 27,218	\$ 37,500
Information Technology	\$ 1,350	\$ 556	\$ 750	\$ 1,306	\$ 1,800
Website Maintenance	\$ 2,650	\$ 1,750	\$ 500	\$ 2,250	\$ 1,200
Telephone	\$ 225	\$ -	\$ 50	\$ 50	\$ 300
Postage & Delivery	\$ 750	\$ 99	\$ 104	\$ 203	\$ 1,000
Insurance	\$ 5,000	\$ 3,616	\$ -	\$ 3,616	\$ 6,000
Printing & Binding	\$ 750	\$ 105	\$ 91	\$ 196	\$ 1,000
Legal Advertising	\$ 11,250	\$ 8,659	\$ 1,600	\$ 10,259	\$ 15,000
Contingency	\$ 3,750	\$ 38	\$ 225	\$ 263	\$ 5,000
Office Supplies	\$ 469	\$ 1	\$ 50	\$ 51	\$ 625
Travel Per Diem	\$ 495	\$ -	\$ 150	\$ 150	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 125	\$ -	\$ 125	\$ 175
<b>Total Administrative</b>	<b>\$ 94,678</b>	<b>\$ 43,085</b>	<b>\$ 45,623</b>	<b>\$ 88,708</b>	<b>\$ 143,628</b>
<b>Operation and Maintenance</b>					
<i>Field Expenditures</i>					
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 10,000
<b>Total O&amp;M Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>
<b>Total Expenditures</b>	<b>\$ 94,678</b>	<b>\$ 43,085</b>	<b>\$ 45,623</b>	<b>\$ 88,708</b>	<b>\$ 153,628</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (1)</b>	<b>\$ 2,834</b>	<b>\$ (2,834)</b>	<b>\$ -</b>	<b>\$ -</b>

# Golden Gem

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

#### **Expenditures:**

##### **General & Administrative:**

##### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### FICA Expenditures

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

##### Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the future Bonds and any additional bond issuance.

# Golden Gem

## Community Development District

### General Fund Narrative

#### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

#### Trustee Fees

The District will pay annual trustee fees for Revenue Bonds that are deposited with a Trustee.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

#### Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Telephone

Telephone and fax machine.

#### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

**Golden Gem**  
**Community Development District**  
**General Fund Narrative**

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Operations and Maintenance:**

**Field Expenditures**

Contingency

Represents any additional field expense that may not have been provided for in the budget.

# SECTION X

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**Golden Gem Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("**District**"), and

**Kelly Park VB Development, LLC**, a Delaware limited liability company, and the landowner of the lands in the District ("**Landowner**") with a mailing address of 660 Beachland Boulevard, Suite 301, Vero Beach, Florida 32963.

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Apopka, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Landowner presently owns the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025 Budget**"); and

**WHEREAS**, this Fiscal Year 2024/2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Landowner agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2024/2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2024/2025 Budget" in the public records of Orange County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2024/2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this

Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

**3. ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

**4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.



6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Any assignment without such prior written approval shall be null and void.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

11. **EFFECTIVE DATE.** The Agreement shall be effective upon the date first written above and after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

**GOLDEN GEM COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**KELLY PARK VB DEVELOPMENT, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Witness

By: KPVB Acquisition, LLC, a  
Delaware limited liability company,  
its Member

By: WO Assignment, LLC, a  
Florida limited liability  
company, its Member

\_\_\_\_\_  
By: Ronald L. Edwards, Manager

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2024/2025 Budget

**EXHIBIT A**  
Property Description

**SKETCH OF DESCRIPTION**

PROJECT NAME: WYLD OAKS  
PURPOSE: NOT PLATTED PORTION

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

**DESCRIPTION:**

That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run N89°23'24"E along the South line of said Lot 2, a distance of 1321.42 feet; thence run S00°29'47"E along the West line of said Lot 2, a distance of 1474.03 feet; thence run S89°23'24"W, a distance of 1325.16 feet; thence run N00°21'03"W along the East right of way line of Golden Gem Road, a distance of 1474.05 feet to the Point of Beginning.

Contains 1,950,575 square feet or 44.780 acres, more or less.

**SURVEYORS NOTES**

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/29/2023 per 5J17-062(2).



JAMES R. SHANNON JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/29/2023

DRAWN BY: BP SCALE: 1" = 500'

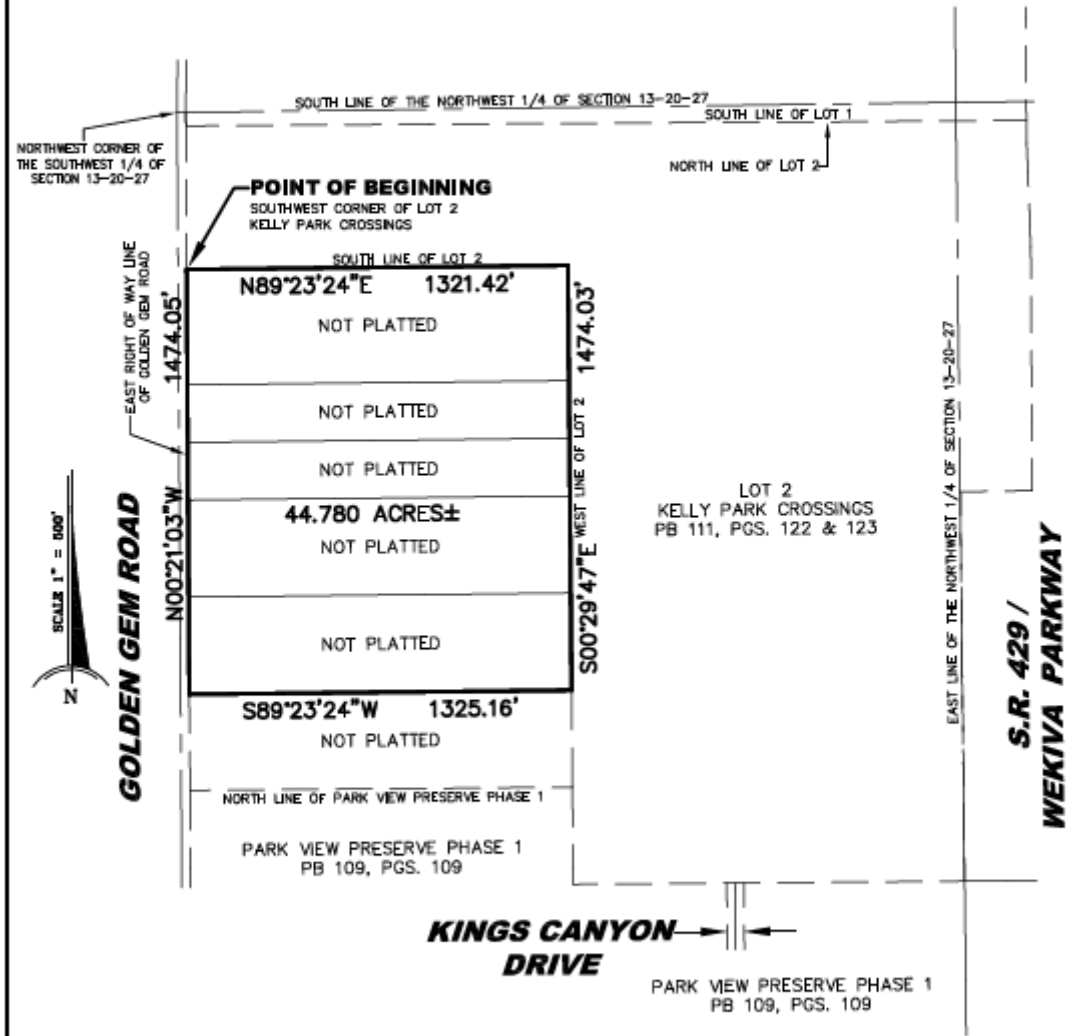
13-20-27 GOLDEN GEM RD-NOT PLATTED SKETCH

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
 PURPOSE: NOT PLATTED PORTION

THIS IS NOT A BOUNDARY SURVEY  
 NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.  
 499 NORTH S.R. 434 - SUITE 2045  
 ALTAMONTE SPRINGS, FLORIDA, 32714  
 (407) 774-8372 LB # 6898

DATE OF SURVEY: 08/29/2023  
 DRAWN BY: BP SCALE: 1" = 500'  
 13-20-27 GOLDEN GEM RD-NOT PLATTED SKETCH  
 SHEET 2 OF 2

# SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS  
PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

**DESCRIPTION:**

All of Lot 1, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida and that part of Section 13, Township 20 South, Range 27 East, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence the next 21 courses and distances run along the perimeter of said Lot 1: run S89°37'48"W, a distance of 2914.36 feet; thence run N00°21'03"W, a distance of 46.69 feet; thence run N00°29'36"E, a distance of 2603.70 feet; thence run N89°53'52"E, a distance of 1324.32 feet; thence run S00°04'14"E, a distance of 853.16 feet; thence run N89°34'17"E, a distance of 160.19 feet; thence run S00°25'43"E, a distance of 30.00 feet; thence run N89°34'17"E, a distance of 476.16 feet; thence run N00°21'18"W, a distance of 579.54 feet; thence run S89°53'52"W, a distance of 66.00 feet; thence run N00°21'18"W, a distance of 256.00 feet; thence run N89°53'52"E, a distance of 588.40; thence run S00°29'13"E, a distance of 35.75 feet; thence run N89°17'56"E, a distance of 90.86 feet; thence run S47°15'37"E, a distance of 44.44 feet; thence run S03°35'05"E, a distance of 266.15 feet; thence run S00°49'55"E, a distance of 485.06 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 2003.86 feet; thence from a radial bearing of N74°50'57"E, run Southeasterly along the arc of said curve through a central angle of 04°20'51", an arc distance of 152.05 feet, having a chord bearing of S17°19'29"E and a chord distance of 152.02 feet; thence run S19°30'03"E, a distance of 334.38 feet to a point on a non-tangent curve concave to the West, having a radius of 1815.86 feet; thence from a radial bearing of S70°29'56"W run Southeasterly along the arc of said curve through a central angle of 19°08'34", an arc distance of 606.68 feet, having a chord bearing of S09°55'47"E and a chord distance of 603.87 feet; thence run S00°21'30"E, a distance of 721.34 feet to the Point of Beginning.

Contains 6,755,674 square feet or 155.089 acres, more or less.

**SURVEYORS NOTES**

- Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
- Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
- The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
- The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/18/2023 per 5J17-062(2).

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD
C1	2003.86'	04°20'51"	152.05'	S17°19'29"E	152.02'
C2	1815.86'	19°08'34"	606.68'	S09°55'47"E	603.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'03"W	46.69'
L2	S00°04'14"E	853.16'
L3	N89°34'17"E	160.19'
L4	S00°25'43"E	30.00'
L5	N89°34'17"E	476.16'
L6	N00°21'18"W	579.54'
L7	S89°53'52"W	66.00'
L8	N00°21'18"W	256.00'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N89°53'52"E	588.40'
L10	S00°29'13"E	35.75'
L11	N89°17'56"E	90.86'
L12	S47°15'37"E	44.44'
L13	S03°35'05"E	266.15'
L14	S00°49'55"E	485.06'
L15	S19°30'03"E	334.38'
L16	S00°21'30"E	721.34'



JAMES R. SHANNON, JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2045  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/18/2023

DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH

SHEET 1 OF 2



**EXHIBIT B**  
Fiscal Year 2024/2025 Budget

# SECTION XI





## **Memorandum**

**To:** Board of Supervisors

**From:** District Management

**Date:** June 11, 2024

**RE:** HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

**Exhibit A:**  
Goals, Objectives and Annual Reporting Form

# Golden Gem Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three 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 three board meetings were 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 inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one 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 & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

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

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

**Achieved:** Yes  No

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

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

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

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

**Achieved:** Yes  No

Chair/Vice Chair: \_\_\_\_\_

Print Name: \_\_\_\_\_

Golden Gem Community Development District

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

District Manager: \_\_\_\_\_

Print Name: \_\_\_\_\_

Golden Gem Community Development District

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

# SECTION XII

# SECTION C

# SECTION 1



# Golden Gem Community Development District

## Summary of Invoices

January 1, 2024 to April 26, 2024

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund			
	2/15/24	1-2	\$ 3,741.00
	2/28/24	3	\$ 772.76
	2/29/24	4	\$ 664.01
	3/19/24	5-6	\$ 7,778.93
	4/2/24	7	\$ 1,352.00
	4/18/24	8-10	\$ 16,139.90
<b>Total</b>			<b>\$ 30,448.60</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/15/24	00002	2/02/24	21078	202401	310	51300	45000		EGIS INSURANCE ADVISORS, LLC	*	3,616.00	3,616.00	000001
2/15/24	00001	2/06/24	89669	202402	310	51300	54000		FLORIDA COMMERCE	*	125.00	125.00	000002
2/28/24	00004	2/11/24	08783290	202402	310	51300	48000		TRIBUNE PUBLISHING COMPANY, LLC DBA	*	772.76	772.76	000003
2/29/24	00004	2/18/24	08820516	202402	310	51300	48000		TRIBUNE PUBLISHING COMPANY, LLC DBA	*	664.01	664.01	000004
3/19/24	00003	1/10/24	1	202401	310	51300	34000		MANAGEMENT FEES-JAN24	*	2,217.82		
		1/10/24	1	202401	310	51300	35100		INFORMATION TECH-JAN24	*	106.48		
		2/01/24	2	202402	310	51300	34000		MANAGEMENT FEES-FEB24	*	3,125.00		
		2/01/24	2	202402	310	51300	35100		INFORMATION TECH-FEB24	*	150.00		
		2/01/24	2	202402	310	51300	42000		POSTAGE-FEB24	*	37.73		
		2/01/24	2	202402	310	51300	42500		COPIES-FEB24	*	60.90		
									GOVERNMENTAL MANAGEMENT SERVICES			5,697.93	000005
3/19/24	00004	2/20/24	08857747	202402	310	51300	48000		NOT OF ASSESS 02.20.24	*	2,081.00	2,081.00	000006
4/02/24	00004	3/10/24	08939295	202403	310	51300	48000		NOT OF COLL OF NON AD VAL	*	1,352.00	1,352.00	000007
4/18/24	00003	3/01/24	3	202403	310	51300	34000		MANAGEMENT FEES-MAR24	*	3,125.00		
		3/01/24	3	202403	310	51300	35100		INFORMATION TECH-MAR24	*	150.00		
		3/01/24	3	202403	310	51300	51000		OFFICE SUPPLIES-MAR24	*	.45		
		3/01/24	3	202403	310	51300	42000		POSTAGE-MAR24	*	7.44		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/24	3		ORLANDO	202403	310	51300	48000		SENTINAL-2/2/24	*	264.50		
GOVERNMENTAL MANAGEMENT SERVICES												3,547.39	000008
4/18/24	00005	2/29/24	3355542A	202312	310	51300	31500		GENERAL COUNSEL-DEC23	*	2,057.99		
		2/29/24	3355542J	202401	310	51300	31500		GENERAL COUNSEL-JAN24	*	4,337.00		
		2/29/24	3355543	202401	300	20700	10200		BOND VALIDATION	*	2,672.50		
KUTAK ROCK LLP												9,067.49	000009
4/18/24	00004	3/03/24	08901972	202402	310	51300	48000		NOT OF LANDOWNER 02.19.24	*	894.52		
		3/03/24	08901972	202402	310	51300	48000		NOT OF BUDGET 02.21.24	*	549.50		
		3/03/24	08901972	202402	310	51300	48000		NOT OF ASSESS 02.27.24	*	2,081.00		
TRIBUNE PUBLISHING COMPANY,LLC DBA												3,525.02	000010
TOTAL FOR BANK A											30,448.60		
TOTAL FOR REGISTER											30,448.60		

# SECTION 2

***Golden Gem***  
***Community Development District***

***Unaudited Financial Reporting***  
***April 30, 2024***



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**Golden Gem**  
**Community Development District**  
**Combined Balance Sheet**  
**April 30, 2024**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Total Governmental Funds</i>
<b>Assets:</b>			
<b>Cash:</b>			
Operating Account	\$ 7,212	\$ -	\$ 7,212
Due from Developer	\$ 8,496	\$ 1,257	\$ 9,753
<b>Total Assets</b>	<b>\$ 15,708</b>	<b>\$ 1,257</b>	<b>\$ 16,965</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 12,875	\$ 1,257	\$ 14,132
Due to Capital	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 12,875</b>	<b>\$ 1,257</b>	<b>\$ 14,132</b>
<b>Fund Balance:</b>			
<b>Assigned:</b>			
Capital Projects Fund	\$ -	\$ -	\$ -
Unassigned	\$ 2,834	\$ -	\$ 2,834
<b>Total Fund Balances</b>	<b>\$ 2,834</b>	<b>\$ -</b>	<b>\$ 2,834</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 15,708</b>	<b>\$ 1,257</b>	<b>\$ 16,965</b>

# Golden Gem

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Developer Contributions	\$ 94,677	\$ 45,919	\$ 45,919	\$ -
<b>Total Revenues</b>	<b>\$ 94,677</b>	<b>\$ 45,919</b>	<b>\$ 45,919</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Supervisor Fees	\$ 9,000	\$ 3,000	\$ 600	\$ 2,400
FICA Expenditures	\$ 689	\$ 230	\$ 46	\$ 184
Engineering	\$ 11,250	\$ 3,750	\$ 3,285	\$ 465
Attorney	\$ 18,750	\$ 6,250	\$ 12,611	\$ (6,361)
Management Fees	\$ 28,125	\$ 9,375	\$ 11,593	\$ (2,218)
Information Technology	\$ 1,350	\$ 450	\$ 556	\$ (106)
Website Maintenance	\$ 2,650	\$ 883	\$ 1,750	\$ (867)
Telephone	\$ 225	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 750	\$ 250	\$ 99	\$ 151
Insurance	\$ 5,000	\$ 5,000	\$ 3,616	\$ 1,384
Printing & Binding	\$ 750	\$ 250	\$ 105	\$ 145
Legal Advertising	\$ 11,250	\$ 3,750	\$ 8,659	\$ (4,909)
Other Current Charges	\$ 3,750	\$ 1,250	\$ 38	\$ 1,212
Office Supplies	\$ 468	\$ 156	\$ 1	\$ 155
Travel Per Diem	\$ 495	\$ 165	\$ -	\$ 165
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 125	\$ 50
<b>Total Expenditures</b>	<b>\$ 94,677</b>	<b>\$ 35,009</b>	<b>\$ 43,085</b>	<b>\$ (8,076)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,834</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,834</b>	



**Golden Gem**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ 23,094	\$ 14,329	\$ 8,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,919
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,094</b>	<b>\$ 14,329</b>	<b>\$ 8,496</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,919</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
FICA Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ 1,943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,285
Attorney	\$ -	\$ -	\$ 2,058	\$ 4,337	\$ 3,780	\$ 2,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,611
Management Fees	\$ -	\$ -	\$ -	\$ 2,218	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,593
Information Technology	\$ -	\$ -	\$ -	\$ 106	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 556
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ 7	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99
Insurance	\$ -	\$ -	\$ -	\$ 3,616	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,616
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ 61	\$ -	\$ 44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ 7,043	\$ 1,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,659
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,058</b>	<b>\$ 10,277</b>	<b>\$ 16,310</b>	<b>\$ 9,278</b>	<b>\$ 5,162</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,085</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,058)</b>	<b>\$ (10,277)</b>	<b>\$ 6,784</b>	<b>\$ 5,051</b>	<b>\$ 3,334</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,834</b>

**Golden Gem**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Developer Advancements	\$ -	\$ -	\$ 1,257	\$ 1,257
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,257</b>	<b>\$ 1,257</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Capital Outlay - COI	\$ -	\$ -	\$ 1,257	\$ (1,257)
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,257</b>	<b>\$ (1,257)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# SECTION 3

**Golden Gem**  
Community Development District

Funding Request #3  
March 19, 2024

Bill to: Wyld Oaks Development

Payee	General Fund	Capital Projects (1)
<b>1</b> <b>GMS- Central Florida, LLC</b> Invoice # 3 - Management Fees March 2024	\$    3,547.39	
<b>2</b> <b>Kutak Rock, LLP</b> Invoice # 3355542 - Bond Validation December 2023 Invoice # 3355543 - General Counsel January 2024	\$    6,394.99	\$    2,672.50
<b>3</b> <b>Tribune Publishing Company, LLC</b> Invoice # 089019721000 - Legal Advertising	\$    3,525.02	
<b>4</b> <b>Supervisor Fees - 03/13/2024 Meeting</b> H.M. Ridgely, III Taylor Edwards George Hamner, Jr. Duane "Rocky" Owen	\$    215.30 \$    215.30 \$    215.30 \$    215.30	
	<b>\$ 14,328.60</b>	<b>\$ 2,672.50</b>

**Total:** **\$ 17,001.10**

Please make check payable to:

**Golden Gem Community Development District**  
219 E Livingston Street  
Orlando, FL 32801

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

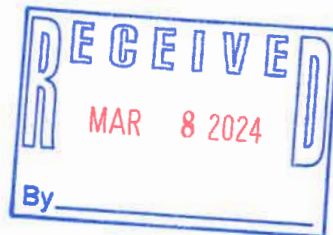
**Invoice**

**Invoice #:** 3  
**Invoice Date:** 3/1/24  
**Due Date:** 3/1/24  
**Case:**  
**P.O. Number:**

**Bill To:**

Golden Gem CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - March 2024		3,125.00	3,125.00
Information Technology - March 2024		150.00	150.00
Office Supplies		0.45	0.45
Postage		7.44	7.44
American Express Statement Closing 2/2/24 - Orlando Sentinal		264.50	264.50



<b>Total</b>	<b>\$3,547.39</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,547.39</b>

**KUTAK ROCK LLP**

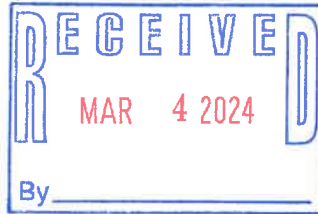
**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 29, 2024



**Check Remit To:**

Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3355542  
Client Matter No. 47123-1  
Notification Email: eftgroup@kutakrock.com

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3355542  
47123-1

Re: General Counsel

For Professional Legal Services Rendered

12/11/23	J. Gillis	0.20	32.00	Review organizational meeting agenda and confer with staff regarding same
12/19/23	A. Willson	0.40	120.00	Review and revise organizational meeting agenda
12/20/23	A. Willson	1.50	450.00	Confer with Flint regarding organizational meeting; confer with Kaleita regarding mortgage modification
12/21/23	A. Willson	0.20	60.00	Confer with Edwards regarding board member requirements
12/22/23	J. Gillis	1.90	304.00	Draft organizational meeting documents
12/22/23	A. Willson	1.90	570.00	Confer with Kaleita regarding mortgage modification; review and revise same; review and revise budget funding agreement, bond finance team funding agreement, and various resolutions for organizational meeting
12/26/23	J. Gillis	0.80	128.00	Continue drafting organizational meeting documents

PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

**KUTAK ROCK LLP**

Golden Gem CDD

February 29, 2024

Client Matter No. 47123-1

Invoice No. 3355542

Page 2

12/27/23	A. Willson	0.60	180.00	Review revised funding agreement; confer with Edward and Beneneti regarding organizational meeting items
01/08/24	J. Gillis	0.80	140.00	Review and revise organizational meeting documents; follow up with City of Apopka staff regarding executed ordinance; review and revise notice of establishment
01/08/24	A. Willson	0.80	252.00	Confer with Edwards regarding board member items; review consent language; confer with Walda regarding same; confer with Sealy and Zare regarding banking options
01/09/24	A. Willson	1.80	567.00	Confer with Taylor and Sealy regarding investment options; review organizational meeting agenda; prepare materials for board meeting; review and revise same
01/10/24	J. Gillis	0.20	35.00	Review and revise 170.07 resolution setting assessment hearing
01/10/24	A. Willson	6.30	1,984.50	Travel to and attend board meeting; post meeting follow up
01/12/24	J. Gillis	0.40	70.00	Finalize notice of establishment and coordinate recording of same
01/12/24	A. Willson	0.70	220.50	Attend monthly call; confer with Kaleita and Roberson regarding plat language
01/16/24	J. Gillis	1.90	332.50	Follow up from organizational meeting; confer with staff regarding same; draft notices of rulemaking and rule development for rules of procedure, notice of uniform method hearing, notice of FY 2024 budget adoption and mailed and published notices for 170 debt assessment hearing; draft resolutions adopting rules of procedure, uniform method and the FY 2024 budget
01/19/24	A. Willson	0.20	63.00	Confer with Beninati and Flint regarding district operational items

**KUTAK ROCK LLP**

Golden Gem CDD

February 29, 2024

Client Matter No. 47123-1

Invoice No. 3355542

Page 3

01/23/24	J. Gillis	0.50	87.50	Draft 170.08 resolution imposing master assessments
01/24/24	J. Gillis	0.10	17.50	Confer with ASA regarding notice and order to show cause
01/26/24	J. Gillis	0.40	70.00	Draft notice of initial landowners election
01/26/24	A. Willson	0.70	220.50	Attend weekly call; review and revise notices of public hearings
01/29/24	A. Willson	0.20	63.00	Review and revise landowner election items

TOTAL HOURS 22.50

TOTAL FOR SERVICES RENDERED \$5,967.00

DISBURSEMENTS

Filing and Court Fees	65.10
Meals	26.55
Travel Expenses	336.34

TOTAL DISBURSEMENTS 427.99

TOTAL CURRENT AMOUNT DUE \$6,394.99



**KUTAK ROCK LLP**

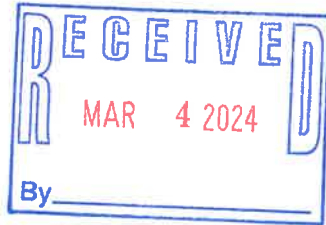
**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 29, 2024



**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3355543

Client Matter No. 47123-2

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3355543

47123-2

Re: Bond Validation

For Professional Legal Services Rendered

01/08/24	J. Gillis	1.20	210.00	Begin drafting complaint for bond validation; review Orange County ASA calendar for hearing availability and confer with staff regarding same
01/08/24	A. Willson	1.10	346.50	Confer with Beninati regarding validation items; review complaint; confer with Barry and Beninati regarding validation complaint; review timeline
01/10/24	J. Gillis	0.60	105.00	Review and revise complaint for bond validation and begin compiling exhibits; confer with staff regarding same
01/11/24	J. Gillis	1.80	315.00	Receive and review executed resolutions declaring assessments and setting public hearing; finalize complaint and exhibits for validation and coordinate filing of same; review Judge assignment, calendar and procedures and confer with staff regarding same

**KUTAK ROCK LLP**

Golden Gem CDD  
February 29, 2024  
Client Matter No. 47123-2  
Invoice No. 3355543  
Page 2

01/11/24	A. Willson	0.60	189.00	Review bond validation complaint; finalize for filing; confer with Gillis regarding schedule; confer with team regarding same
01/16/24	J. Gillis	1.20	210.00	Draft acknowledgment of service and answer of the state; review Judge Schreiber's availability for hearing and confer with staff regarding same; confer with ASA regarding same
01/16/24	A. Willson	0.20	63.00	Confer with Flint, Sealy and Zare regarding validation hearing
01/16/24	A. Willson	0.60	189.00	Review and revise acknowledgment of service and draft answer; confer with Flint regarding hearing dates
01/18/24	J. Gillis	0.80	140.00	Confer with ASA regarding complaint and availability for hearing; confer with JA regarding scheduling of hearing; receive and review State's answer, notice of appearance and notice of designation of email addresses
01/18/24	M. Rigoni	0.10	29.00	Confer with legal team regarding notice and order language
01/18/24	A. Willson	0.20	63.00	Confer with Perry regarding bond validation items
01/19/24	J. Gillis	0.40	70.00	Draft notice and order to show cause
01/23/24	J. Gillis	0.30	52.50	Confer with staff regarding validation hearing; review Judge Schreiber's procedures; review and revise notice and order to show cause
01/23/24	A. Willson	0.20	63.00	Review and revise notice and order to show cause
01/25/24	A. Willson	0.20	63.00	Confer with Edwards regarding bond validation
01/29/24	J. Gillis	0.50	87.50	Confer with ASA regarding notice and order to show cause; draft cover letter to Judge Schreiber regarding same; confer with staff and JA regarding same
01/29/24	A. Willson	0.20	63.00	Review and revise correspondence to judge; work session with Gillis regarding same

**KUTAK ROCK LLP**

Golden Gem CDD  
February 29, 2024  
Client Matter No. 47123-2  
Invoice No. 3355543  
Page 3

TOTAL HOURS	10.20	
TOTAL FOR SERVICES RENDERED		\$2,258.50
DISBURSEMENTS		
Filing and Court Fees	414.00	
TOTAL DISBURSEMENTS		<u>414.00</u>
TOTAL CURRENT AMOUNT DUE		<u>\$2,672.50</u>

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

There are a number of reasons why the world's population is growing so rapidly. One of the main reasons is that the number of children born to each woman has increased. This is due to a number of factors, including the fact that women are now having children at a younger age, and that they are having more children. Another reason is that the number of people who are surviving to old age has increased. This is due to a number of factors, including the fact that people are now living longer, and that there are now more people in the world who are old.

The rapid growth of the world's population is a cause for concern. One of the main concerns is that the world's resources will be used up. This is because the world's population is growing so rapidly that the world's resources will be used up in a very short time. Another concern is that the world's environment will be destroyed. This is because the world's population is growing so rapidly that the world's environment will be destroyed in a very short time.

There are a number of things that can be done to slow down the world's population growth. One of the most important things is to reduce the number of children born to each woman. This can be done by providing women with access to family planning services. Another thing that can be done is to increase the number of people who are surviving to old age. This can be done by providing people with access to health care services.

The world's population is growing so rapidly that it is a cause for concern. There are a number of things that can be done to slow down the world's population growth. One of the most important things is to reduce the number of children born to each woman. This can be done by providing women with access to family planning services. Another thing that can be done is to increase the number of people who are surviving to old age. This can be done by providing people with access to health care services.

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**Golden Gem**  
Community Development District

Funding Request #4  
April 11, 2024

Bill to: Wyld Oaks Development

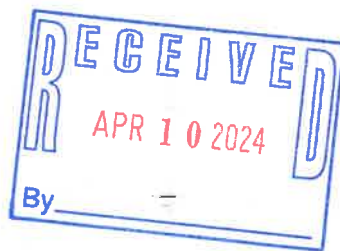
	<b>Payee</b>	<b>General Fund</b>	<b>Capital Projects (1)</b>
<b>1</b>	<b>GMS- Central Florida, LLC</b> Invoice # 4 - Management Fees April 2024	\$ 3,373.62	
<b>2</b>	<b>Kimley-Horn and Associates</b> Invoice # 27445641 - Engineering Services	\$ 1,342.50	
<b>3</b>	<b>Kutak Rock, LLP</b> Invoice # 3368715 - General Counsel February 2024 Invoice # 3368717 - Bond Validation February 2024	\$ 3,780.08	\$ 1,186.50
		<b>\$ 8,496.20</b>	<b>\$ 1,186.50</b>
		<b>Total:</b>	<b>\$ 9,682.70</b>

Please make check payable to:

**Golden Gem Community Development District**  
219 E Livingston Street  
Orlando, FL 32801

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 4**Invoice Date:** 4/1/24**Due Date:** 4/1/24**Case:****P.O. Number:****Bill To:**Golden Gem CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - April 2024		3,125.00	3,125.00
Information Technology - April 2024		150.00	150.00
Office Supplies		0.06	0.06
Postage		1.29	1.29
Copies		44.40	44.40
American Express Statement Closing 3/2/24 - Simply Stamps		52.87	52.87
		<b>Total</b>	<b>\$3,373.62</b>
		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$3,373.62</b>



<p><b>Please remit payment electronically to:</b></p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC.                  Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163                  Account Number: 2073089159554                  ABA#: 121000248</p>	<p><b>If paying by check, please remit to:</b></p> <p>KIMLEY-HORN AND ASSOCIATES, INC.                  P.O. BOX 932520                  ATLANTA, GA 31193-2520</p>
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GOLDEN GEM CDD  
 C/O GOVERNMENTAL MANAGEMENT SERVICES  
 219 EAST LIVINGSTON ST  
 ORLANDO, FL 32801

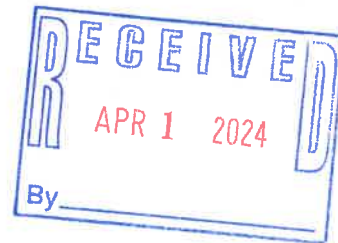
Invoice No: 27445641  
 Invoice Date: Feb 29, 2024  
 Invoice Amount: \$1,342.50  
 Project No: 147968000.3  
 Project Name: GOLDEN GEM CDD INTERIM  
 Project Manager: ROBERSON, KEVIN  
 Client Reference: RESOLUTION 2024-05

Federal Tax Id: 56-0885615  
 For Services Rendered through Feb 29, 2024

**COST PLUS MAX**

Description	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	1,342.50	0.00	1,342.50
<b>Subtotal</b>	<b>1,342.50</b>	<b>0.00</b>	<b>1,342.50</b>
<b>Total COST PLUS MAX</b>			<b>1,342.50</b>

**Total Invoice: \$1,342.50**



GOLDEN GEM CDD  
 C/O GOVERNMENTAL MANAGEMENT SERVICES  
 219 EAST LIVINGSTON ST  
 ORLANDO, FL 32801

Invoice No: 27445641  
 Invoice Date: Feb 29, 2024  
 Project No: 147968000.3  
 Project Name: GOLDEN GEM CDD INTERIM  
 Project Manager: ROBERSON, KEVIN

**COST PLUS MAX**

Task	Description	Hrs/Qty	Rate	Current Amount Due
01INTERIM ENGINEERING	ANALYST	1.0	160.00	160.00
	PROFESSIONAL	2.5	245.00	612.50
	SENIOR PROFESSIONAL II	1.5	380.00	570.00
<b>TOTAL 01INTERIM ENGINEERING</b>		<b>5.0</b>		<b>1,342.50</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>1,342.50</b>

*This page is for informational purposes only. Please pay amount shown on cover page.*



**KUTAK ROCK LLP**

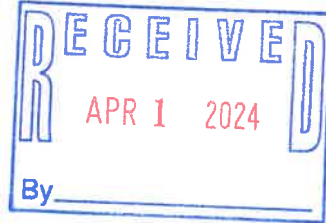
**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 29, 2024



**Check Remit To:**

Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3368715  
Client Matter No. 47123-1  
Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3368715  
47123-1

Re: General Counsel

For Professional Legal Services Rendered

02/01/24	A. Willson	2.70	850.50	Confer with Flint regarding DEO form
02/02/24	A. Willson	0.30	94.50	Confer with team regarding ongoing items
02/08/24	A. Willson	0.20	63.00	Confer with Vanderbilt regarding upcoming meeting agenda; review items regarding same
02/09/24	A. Willson	0.60	189.00	Attend monthly meeting; confer with Flint regarding upcoming meeting items
02/19/24	A. Willson	1.20	378.00	Prepare agreement regarding declaration; confer with Kaleita regarding permitting and platting items; review of same
02/20/24	A. Willson	0.60	189.00	Confer with Kaleita regarding district and association items; review comments regarding amendment to declaration
02/21/24	S. Sandy	0.20	63.00	Confer regarding review of association declarations; conduct follow-up regarding same

**KUTAK ROCK LLP**

Golden Gem CDD  
March 29, 2024  
Client Matter No. 47123-1  
Invoice No. 3368715  
Page 2

02/21/24	A. Willson	4.80	1,512.00	Continue preparing agreement with Association; research case law regarding application of restrictive covenant to government property; review and revise first amendment to declaration; confer with Kaleita regarding same
02/22/24	A. Willson	0.40	126.00	Confer with Flint regarding landowner election; confer with Kaleita regarding covenants and agreement with Association
02/23/24	A. Willson	0.20	63.00	Attend weekly call
02/28/24	A. Willson	0.40	126.00	Confer with Howell and Edwards regarding district items

TOTAL HOURS 11.60

TOTAL FOR SERVICES RENDERED \$3,654.00

DISBURSEMENTS

Computer Research 126.08

TOTAL DISBURSEMENTS 126.08

TOTAL CURRENT AMOUNT DUE \$3,780.08

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 29, 2024



**Check Remit To:**

Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470

Reference: Invoice No. 3368717

Client Matter No. 47123-2

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3368717  
47123-2

Re: Bond Validation

For Professional Legal Services Rendered

02/01/24	J. Gillis	1.10	192.50	Receive and review executed notice and order to show cause; confer with Orlando Sentinel and coordinate publication of same; confer with Huseby Reporting and coordinate court reporter for same; draft notice of appearance for Sandy
02/01/24	A. Willson	0.20	63.00	Review executed notice and order to show cause
02/02/24	J. Gillis	0.90	157.50	Receive and review proof from Orlando Sentinel for publication of notice and order to show cause; confer with Orlando Sentinel and staff regarding same; confer with staff regarding notice of appearance; finalize and coordinate filing of notice of appearance for Sandy; draft trustee certificate and confer with trustee regarding same

**KUTAK ROCK LLP**

Golden Gem CDD  
March 29, 2024  
Client Matter No. 47123-2  
Invoice No. 3368717  
Page 2

02/08/24	J. Gillis	0.20	35.00	Receive and review executed Trustee's certificate for joint stipulation; continue compiling exhibits for joint stipulation
02/12/24	J. Gillis	2.20	385.00	Draft prehearing memorandum of law, joint stipulation, certificates for exhibits and proposed final judgment
02/14/24	J. Gillis	0.90	157.50	Confer with staff regarding status of validation; review joint stipulation and begin compiling exhibits; confer with staff regarding exhibits needed for joint stipulation
02/14/24	A. Willson	0.20	63.00	Work session with Gillis regarding notice and order to show cause publication
02/21/24	S. Sandy	0.20	63.00	Facilitate validation document preparation
02/23/24	J. Gillis	0.20	35.00	Follow up with the Orlando Sentinel regarding publication of the notice and order to show cause
02/26/24	J. Gillis	0.20	35.00	Review joint stipulation and confer with staff regarding exhibits needed
TOTAL HOURS		6.30		
TOTAL FOR SERVICES RENDERED				\$1,186.50
TOTAL CURRENT AMOUNT DUE				<u>\$1,186.50</u>

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia. The World Health Organization (WHO) has developed a number of instruments to measure the quality of life of people with schizophrenia (2). The WHO Quality of Life Scale (WHOQOL) is a self-rated measure of quality of life that has been used in a number of studies (3). The WHOQOL is a 26-item scale that measures quality of life in a number of domains, including physical health, psychological health, social relationships, and environment (4).

The purpose of this study was to investigate the quality of life of people with schizophrenia in a community setting.

The study was conducted in a community setting in a developing country.

The study was conducted in a community setting in a developing country.

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The study was conducted in a community setting in a developing country.

**Golden Gem**  
Community Development District

Funding Request #5  
May 13, 2024

Bill to: Wyld Oaks Development

Payee	General Fund	Capital Projects (1)
<b>1</b> <b>GMS- Central Florida, LLC</b> Invoice # 5 - Management Fees May 2024	\$    3,379.33	
<b>2</b> <b>Kimley-Horn and Associates</b> Invoice # 27836198 - Engineering Services	\$    1,942.50	
<b>3</b> <b>Kutak Rock, LLP</b> Invoice # 3382992 - General Counsel March 2024 Invoice # 3382993 - Bond Validation March 2024	\$    2,436.00	\$    8,224.04
	<b>\$    7,757.83</b>	<b>\$    8,224.04</b>
<b>Total:</b>		<b>\$    15,981.87</b>

Please make check payable to:

**Golden Gem Community Development District**  
219 E Livingston Street  
Orlando, FL 32801

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763 3

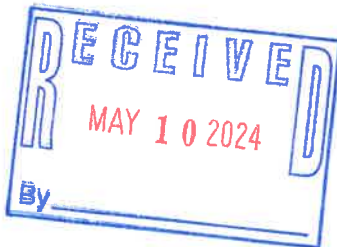
**Invoice**

**Invoice #:** 5  
**Invoice Date:** 5/1/24  
**Due Date:** 5/1/24  
**Case:**  
**P.O. Number:**

**Bill To:**

Golden Gem CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description 310.513	Hours/Qty	Rate	Amount
Management Fees - May 2024 340		3,125.00	3,125.00
Information Technology - May 2024 351		150.00	150.00
Website Administration - May 2024 352		100.00	100.00
Office Supplies 310		0.15	0.15
Postage 420		4.18	4.18



<b>Total</b>	<b>\$3,379.33</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,379.33</b>

H

5

310.513.311

<b>Please remit payment electronically to:</b> Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com		<b>If paying by check, please remit to:</b> KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
---	--	--

GOLDEN GEM CDD  
 C/O GOVERNMENTAL MANAGEMENT SERVICES  
 219 EAST LIVINGSTON ST  
 ORLANDO, FL 32801

Invoice No: 27836198  
 Invoice Date: Mar 31, 2024  
 Invoice Amount: \$1,942.50

Project No: 147968000.3  
 Project Name: GOLDEN GEM CDD INTERIM  
 Project Manager: ROBERSON, KEVIN

Federal Tax Id: 56-0885615  
 For Services Rendered through Mar 31, 2024

Client Reference: RESOLUTION 2024-05

**COST PLUS MAX**

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	3,285.00	1,342.50	1,942.50
<b>Subtotal</b>	<b>25,000.00</b>	<b>3,285.00</b>	<b>1,342.50</b>	<b>1,942.50</b>
<b>Total COST PLUS MAX</b>				<b>1,942.50</b>

**Total Invoice: \$1,942.50**



(A)



GOLDEN GEM CDD  
C/O GOVERNMENTAL MANAGEMENT SERVICES  
219 EAST LIVINGSTON ST  
ORLANDO, FL 32801

Invoice No: 27836198  
Invoice Date: Mar 31, 2024  
Project No: 147968000.3  
Project Name: GOLDEN GEM CDD INTERIM  
Project Manager: ROBERSON, KEVIN

**COST PLUS MAX**

Task	Description	Hrs/Qty	Rate	Current Amount Due
INTERIM ENGINEERING	PROFESSIONAL	2.5	245.00	612.50
	SENIOR PROFESSIONAL II	3.5	380.00	1,330.00
<b>TOTAL INTERIM ENGINEERING</b>		<b>6.0</b>		<b>1,942.50</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>1,942.50</b>

*This page is for informational purposes only. Please pay amount shown on cover page.*

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 30, 2024



**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3382992

Client Matter No. 47123-1

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3382992

47123-1

310,513.315

Re: General Counsel

For Professional Legal Services Rendered

03/01/24	J. Gillis	0.20	35.00	Confer with staff regarding March public hearings; review documents for same
03/06/24	J. Gillis	0.50	87.50	Draft FY 2025 proposed budget approval resolution and funding agreement
03/06/24	A. Willson	2.80	882.00	Prepare resolutions for board meeting; review and revise meeting agenda; confer with Flint and Vanderbilt regarding same; confer with Kaleita regarding agreement regarding cooperation with Association
03/08/24	A. Willson	0.60	189.00	Attend monthly call; confer with Flint and Edwards regarding landowners' meeting
03/12/24	A. Willson	0.60	189.00	Review meeting agenda; prepare materials for board meeting; confer with Robertson and Edwards regarding stormwater management maintenance

PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

**KUTAK ROCK LLP**

Golden Gem CDD  
April 30, 2024  
Client Matter No. 47123-1  
Invoice No. 3382992  
Page 2

03/13/24	A. Willson	1.30	409.50	Prepare materials for and attend board meeting; post meeting follow up
03/15/24	J. Gillis	0.40	70.00	Follow up from Board meeting
03/19/24	J. Gillis	0.70	122.50	Draft notice of intent to award for district engineering services; draft agreement and work authorization with Kimley-Horn for district engineering services
03/20/24	J. Gillis	0.20	35.00	Draft notice for FY 2025 budget hearing
03/21/24	J. Gillis	0.40	70.00	Finalize and coordinate dissemination of FY 2025 budget hearing notice
03/22/24	A. Willson	0.30	94.50	Confer with Kaleita and Flint regarding execution of association agreement
03/27/24	A. Willson	0.80	252.00	Confer with Barry and Edwards regarding shared costs and fund analysis; review items regarding same
TOTAL HOURS		8.80		
TOTAL FOR SERVICES RENDERED				\$2,436.00
TOTAL CURRENT AMOUNT DUE				\$2,436.00

**KUTAK ROCK LLP**

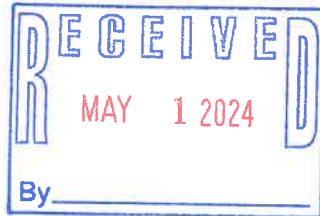
**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 30, 2024



**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3382993

Client Matter No. 47123-2

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Golden Gem CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3382993  
47123-2

Re: Bond Validation

For Professional Legal Services Rendered

03/01/24	J. Gillis	0.20	35.00	Confirm publication of notice and order to show cause; follow up with the Orlando Sentinel regarding affidavit of publication
03/04/24	J. Gillis	2.40	420.00	Receive and review affidavit of publication of notice and order to show cause; review joint stipulation exhibits and continue compiling same; draft hearing outline; confer with staff regarding same; confer with ASA regarding joint stipulation
03/04/24	S. Sandy	1.50	472.50	Prepare Joint Stipulation and PHMOL; confer with Willson and Gillis
03/04/24	A. Willson	0.20	63.00	Work session with Gillis regarding bond validation

**KUTAK ROCK LLP**

Golden Gem CDD

April 30, 2024

Client Matter No. 47123-2

Invoice No. 3382993

Page 2

03/05/24	J. Gillis	2.40	420.00	Review and revise joint stipulation, certificates, prehearing memorandum of law and proposed final judgment; confer with staff regarding same; receive and review exhibits for joint stipulation and continue compiling same
03/07/24	J. Gillis	0.20	35.00	Confer with staff regarding validation hearing
03/08/24	A. Willson	0.30	94.50	Confer with Edwards and Robertson regarding validation items; work session with Sandy and Gillis regarding same
03/11/24	J. Gillis	2.60	455.00	Confer with staff regarding joint stipulation and exhibits; compile joint stipulation and exhibits and confer with ASA regarding same; finalize prehearing memorandum of law and coordinate filing of same; compile prehearing memorandum of law with case law and confer with ASA regarding same; confer with City of Apopka regarding ordinance; review and revise certificates for joint stipulation and confer with staff regarding same
03/11/24	S. Sandy	4.60	1,449.00	Prepare Joint Stipulation and Prehearing Memo of Law; confer with Gillis regarding same; prepare proposed Final Judgment; prepare for validation hearing
03/12/24	J. Gillis	1.60	280.00	Review Judge Schreiber's procedures regarding hearing materials; confer with JA regarding same; confer with staff regarding proposed final judgment; review and revise same; draft cover letter to Judge Schreiber regarding hearing materials
03/12/24	S. Sandy	0.40	126.00	Finalize proposed final judgment; confer with Gillis regarding same; facilitate pleadings filing

**KUTAK ROCK LLP**

Golden Gem CDD  
 April 30, 2024  
 Client Matter No. 47123-2  
 Invoice No. 3382993  
 Page 3

03/12/24	A. Willson	0.30	94.50	Review and revise final judgement; confer with Sandy regarding same
03/13/24	J. Gillis	0.50	87.50	Review and revise cover letter to Judge Schreiber regarding hearing materials; begin preparing copies of materials for Judge Schreiber; confer with staff regarding joint stipulation and exhibits; confer with staff and City of Apopka regarding ordinance and exhibit
03/13/24	S. Sandy	0.30	94.50	Confer regarding establishment ordinance; review meeting follow-up
03/14/24	J. Gillis	3.10	542.50	Receive and review exhibits and certificates for joint stipulation; continue compiling same; confer with staff and ASA regarding same; review and revise letter to Judge Schreiber and joint stipulation to prepare for filing without minutes of March meeting
03/15/24	J. Gillis	0.20	35.00	Confer with staff regarding joint stipulation and exhibits
03/15/24	S. Sandy	0.50	157.50	Review Joint Stipulation; confer with Gillis regarding same
03/18/24	A. Willson	0.20	63.00	Work session with Gillis and Sandy regarding validation items
03/19/24	J. Gillis	1.80	315.00	Confer with staff and ASA regarding joint stipulation; confer with staff regarding hearing outline and witness testimony; review and revise hearing outline and witness testimony; finalize and coordinate filing of joint stipulation; confer with JA regarding same; prepare hearing notebook
03/19/24	S. Sandy	2.60	819.00	Prepare for and attend call with landowner's representative and engineer; prepare for validation hearing
03/20/24	J. Gillis	0.20	35.00	Confer with court reporter and staff regarding validation hearing
03/20/24	S. Sandy	0.40	126.00	Prepare for validation hearing

**KUTAK ROCK LLP**

Golden Gem CDD  
April 30, 2024  
Client Matter No. 47123-2  
Invoice No. 3382993  
Page 4

03/21/24	J. Gillis	0.10	17.50	Confer with staff regarding validation hearing
03/21/24	S. Sandy	1.50	472.50	Prepare for and attend bond validation hearing; conduct follow-up regarding same
03/22/24	A. Willson	0.20	63.00	Review executed final judgment; confer with Gillis regarding certificate of no appeal
03/25/24	J. Gillis	0.20	35.00	Receive and review final judgment; confer with staff regarding appeal period and certificate of no appeal

TOTAL HOURS 28.50

TOTAL FOR SERVICES RENDERED \$6,807.50

**DISBURSEMENTS**

Freight and Postage  
Miscellaneous

24.66  
1,111.88

VENDOR: TRIBUNE PUBLISHING COMPANY LLC dba ORLAN; INVOICE#: 089010080000; DATE: 3/3/2024 - Publication of Notice and Order to Show Cause  
VENDOR: HUSEBY GLOBAL LITIGATION; INVOICE#: 90054503; DATE: 4/2/2024 - Transcript of Hearing Held on March 21, 2024

Miscellaneous

280.00

TOTAL DISBURSEMENTS

1,416.54

TOTAL CURRENT AMOUNT DUE

\$8,224.04

# SECTION 4



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**Glen Gilzean**  
Supervisor of Elections  
Orange County, Florida

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OUR MISSION IS TO:  
*Ensure the integrity of the electoral process.  
Enhance public confidence.  
Encourage citizen participation.*

---

April 23, 2024

George Flint, District Manager  
Golden Gem CDD  
Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

To whom it may concern,

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the district as of April 15, 2024. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2024**, there is **1** **registered voter(s)** in the **Golden Gem CDD**.

A map and list of addresses can be provided upon request. Please contact the Mapping Department at 407-254-6554 with any questions.

Sincerely,

Mapping Department  
Orange County Supervisor of Elections  
Phone: 407-254-6554  
119 W. Kaley Street  
Orlando, FL 32806  
soemapping@ocfelections.gov

# SECTION 5

# 2023 Form 1 Instructions Statement of Financial Interests

## Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

## When To File:

**Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

## Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

**ATTACHMENTS:** A filer may include and submit attachments or other supporting documentation when filing disclosure.

**PUBLIC RECORD:** The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

**QUESTIONS** about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

## Instructions for Completing Form 1

### Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

## Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

### **Interests in Specified Businesses**

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

### **Training Certification**

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

CE FORM 1 - Effective: April 11, 2024

Incorporated by reference in Rules 34-8.001(2) and 34-8.202(1), F.A.C