Golden Gem Community Development District

Agenda

June 11, 2025

Agenda

Golden Gem Community Development District

219 E. Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

June 4, 2025

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 11, 2025 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:

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the April 9, 2025 Meeting
- 4. Review of Proposals and Tally of Audit Committee Members Rankings A. Grau & Associates
- 5. Adjournment

Board of Supervisors Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the April 9, 2025 Meeting
- 4. Public Hearing
 - A. Consideration of Resolution 2025-02 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2025-03 Imposing Special Assessments and Certifying an Assessment Roll
- 5. Consideration of Direct Collection Agreement Under Separate Cover
- 6. Consideration of Landscape Easement Agreement with Kelly Park VB Development, LLC
- 7. Ratification of Series 2024 Requisitions #40 #46
- 8. Acceptance of Audit Committee Recommendation and Selection of Number 1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2025
- 9. Consideration of Resolution 2025-04 Adopting the Annual Meeting Schedule for the Fiscal Year 2026
- 10. Approval of Fiscal Year 2026 District Goals and Objectives
- 11. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Consideration of Change Order #5 from RCS Construction Company
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #16 #17

- iii. Presentation of Number of Registered Voters 0
- 12. Other Business
- 13. Supervisor's Requests
- 14. 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, District Engineer

Enclosures

AUDIT COMMITTEE MEETING

MINUTES

MINUTES OF MEETING GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Golden Gem Community Development District was held Wednesday, April 9, 2025 at 11:00 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present were:

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

FIRST ORDER OF BUSINESS

Mr. Flint called the meeting to order and called the roll. Four Board members were in attendance constituting a quorum. Mr. Ridgely, III was designated as Chair of the Audit Committee.

SECOND ORDER OF BUSINESS Public Comment Period

Mr. Flint stated no members of the public were present to provide comment.

THIRD ORDER OF BUSINESS Audit Services

A. Approval of Request for Proposals and Selection Criteria

Mr. Flint noted this is a standard RFP asking for any qualified auditing firms to provide five years of pricing to perform the annual independent audits for the CDD. It will go out after this meeting in advance of the June meeting. The Board has the option of excluding price as a criteria and making the selection solely based on qualifications. He recommended price to be included.

> On MOTION by Mr. Hamner, Jr., seconded by Mr. Edwards, with all in favor, the Request for Proposals and Selection Criteria, was approved.

Roll Call

B. Approval of Notice of Request for Proposals for Audit Services

Mr. Flint stated the notice will go out in the Orlando Sentinel.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Edwards, with all in favor, the notice of request for proposals for audit services, was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Mr. Flint noted they will announce the opportunity for any qualified independent auditor

to provide response to the RFP as instructed in the documents in the agenda.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint asked for a motion to adjourn.

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

Attest

Chairman

SECTION IV

Golden Gem CDD Auditor Selection								
	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)	
					2025 - \$4,400 2026 - \$4,500			
					2027 - \$4,600 2028 - \$4,700			
Grau & Associates					2029 - \$4,800			

SECTION A



Proposal to Provide Financial Auditing Services:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: May 30, 2025 2:00PM

Submitted to:

Golden Gem Community Development District c/o District Manager 219 East Livingston Street Orlando, Florida 32801

Submitted by: Antonio J. Grau, Partner Grau & Associates 1001 Yamato Road, Suite 301 Boca Raton, Florida 33431 Tel (561) 994-9299 (800) 229-4728 Fax (561) 994-5823 tgrau@graucpa.com WWW.graucpa.com



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May 30, 2025

Golden Gem Community Development District c/o District Manager 219 East Livingston Street Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2025, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Golden Gem Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (<u>tgrau@graucpa.com</u>) or David Caplivski, CPA (<u>dcaplivski@graucpa.com</u>) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours, Grau & Associates

Antonio J. Grau

Firm Qualifications



Grau's Focus and Experience



Grau & Associates





Peer Review Program

FICPA Peer Review Program Administered in Florida bv The Florida Institute of CPAs

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org



Firm & Staff Experience



GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+ CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours Professional Memberships: AICPA, FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+ CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process." - Tony Grau

> "Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization." - David Caplivski



YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





Antonio 'Tony ' J. Grau, CPA *Partner*

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983) Bachelor of Arts Business Administration

Clients Served (partial list) (>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

Professional Associations/Memberships

American Institute of Certified Public AccountantsFlorida Government Finance Officers AssociationFlorida Institute of Certified Public AccountantsGovernment Finance Officers Association MemberCity of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	$\underline{80}$ (includes of 4 hours of Ethics CPE)





David Caplivski, CPA/CITP, Partner

Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associat	es Partner
Grau & Associat	es Manager
Grau & Associat	es Senior Auditor
Grau & Associat	es Staff Auditor

2014-2020 2013-2014 2010-2013

2021-Present

Education

Florida Atlantic University (2009) Master of Accounting Nova Southeastern University (2002) Bachelor of Science Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011) AICPA Certified Information Technology Professional (2018) AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts Aid to Victims of Domestic Abuse **Boca Raton Airport Authority Broward Education Foundation CareerSource Brevard** CareerSource Central Florida 403 (b) Plan **City of Lauderhill GERS City of Parkland Police Pension Fund City of Sunrise GERS Coquina Water Control District Central County Water Control District** City of Miami (program specific audits) City of West Park **Coquina Water Control District** East Central Regional Wastewater Treatment Facl. East Naples Fire Control & Rescue District

Hispanic Human Resource Council Loxahatchee Groves Water Control District Old Plantation Water Control District Pinetree Water Control District San Carlos Park Fire & Rescue Retirement Plan South Indian River Water Control District South Trail Fire Protection & Rescue District Town of Haverhill Town of Haverhill Town of Hypoluxo Town of Hillsboro Beach Town of Lantana Town of Lauderdale By-The-Sea Volunteer Fire Pension Town of Pembroke Park Village of Wellington Village of Golf

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>64</u>
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants Member, Florida Institute of Certified Public Accountants Member, Florida Government Finance Officers Association Member, Florida Association of Special Districts



References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director
	475 W. Town Place, Suite 114
	St. Augustine, Florida 32092
	904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President
	3434 Colwell Avenue, Suite 200
	Tampa, Florida 33614
	813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922



Specific Audit Approach



AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. *You would be a valued client of our firm and we pledge to <u>commit all firm resources</u> to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will <u>exceed those expectations</u>. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, <i>Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



Cost of Services



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

Year Ended September 30,	Fee
2025	\$4,400
2026	\$4,500
2027	\$4,600
2028	\$4,700
2029	<u>\$4,800</u>
TOTAL (2025-2029)	<u>\$23,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



Supplemental Information



PARTIAL LIST OF CLIENTS

Boca Raton Airport Authority✓✓✓✓✓✓✓✓✓✓✓✓Ø30Captain's Key Dependent District✓✓✓✓✓✓✓Ø30Contral Broward Water Control District✓✓✓✓✓✓Ø30Coquina Water Control District✓✓✓✓✓Ø30East Central Regional Wastewater Treatment Facility✓✓✓✓Ø30Greater Boca Raton Beach and Park District✓✓✓✓Ø30Greater Naples Fire Control and Rescue District✓✓✓✓Ø30Indian River Farms Water Control District✓✓✓Ø30Indian River Farms Water Control District✓✓✓Ø30Indian River Masquito Control District✓✓✓Ø30Indian River Masquito Control District✓✓✓Ø30Indian Tail Improvement District✓✓✓Ø30Lake Padgett Estates Independent District✓✓✓Ø30Lake Padgett Rontrol District✓✓✓Ø30Indian Tail Improvement District✓<	SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Control Toy Depondent bitrict Image: Control District Image: C	Boca Raton Airport Authority	\checkmark	\checkmark		\checkmark	9/30
Collier Mosquito Control District···Fonda Green Finance Authonity··	Captain's Key Dependent District	\checkmark			\checkmark	9/30
Sound Mater Control District - - - 9/30 East Central Regional Wastewater Treatment Facility - - - 9/30 Greater Boca Raton Beach and Park District - - 9/30 Greater Roge Raton Beach and Park District - - 9/30 Greater Naples Fire Control and Rescue District - - 9/30 Indian River Farms Water Control District - - 9/30 Indian River Farms Water Control District - - 9/30 Indian River Mosquito Control District - - 9/30 Indian River Mosquito Control District - - 9/30 Indian River Mosquito Control District - - 9/30 Indian Trail Improvement District - - 9/30 Lake Padgett Estates Independent District -	Central Broward Water Control District	\checkmark			\checkmark	9/30
Gradient Habit Obstance 0	Collier Mosquito Control District	\checkmark			\checkmark	9/30
Florida Green Finance Authority✓✓✓✓✓✓✓Ø/30Greater Naples Fire Control and Rescue District✓✓✓✓Ø/30Green Corridor P.A.C.E. District✓✓✓Ø/30Indian River Farns Water Control District✓✓✓Ø/30Indian River Farns Water Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Padgett Estates Independent District✓✓✓Ø/30Lake Worth Drainage District✓✓✓Ø/30Loxahatchee Groves Water Control District✓✓✓Ø/30Diatation Water Control District✓✓✓Ø/30Pine Itse Water Control District (Wellington)✓✓✓Ø/30Pine Tree Water Control District (Wellington)✓✓✓Ø/30Port of The Islands Community Improvement District✓✓✓Ø/30San Carlos Park Fire Protection and Rescue Service District✓✓✓Ø/30San Carlos Park Fire Protection and Rescue Service District✓✓✓Ø/30San Carlos Park Fire Protection	Coquina Water Control District	\checkmark			\checkmark	9/30
Induced State ProductImage of the second state of the second	East Central Regional Wastewater Treatment Facility	\checkmark		\checkmark		9/30
Constant Deck Constant	Florida Green Finance Authority	\checkmark				9/30
OrderControl PA.C.E. District✓✓✓✓Ø/30Hobe-St. Lucie Conservancy District✓✓✓✓Ø/30Indian River Farms Water Control District✓✓✓Ø/30Indian River Mosquito Control District✓✓✓Ø/30Indian Trail Improvement District✓✓✓Ø/30Key Largo Wastewater Treatment District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Asbury Municipal Service Benefit District✓✓✓Ø/30Lake Worth Drainage District✓✓✓Ø/30Lake Morth Drainage District✓✓✓Ø/30Lake Morth Drainage District✓✓✓Ø/30Loxahatchee Groves Water Control District✓✓✓Ø/30Old Plantation Water Control District✓✓✓Ø/30Pinellas Park Water Management District✓✓✓Ø/30Pinellas Park Water Control District (Broward)✓✓✓Ø/30Pinetree Water Control District (Broward)✓✓✓Ø/30Port of The Islands Community Improvement District✓✓✓Ø/30Ranger Drainage District✓✓✓Ø/30South Central Regional Wastewater Treatment and Disposal Board✓✓✓Ø/30South Central Regional Wastewater Treatment and Disposal Board✓✓✓Ø/30<	Greater Boca Raton Beach and Park District	\checkmark			\checkmark	9/30
Construction Construction<	Greater Naples Fire Control and Rescue District	\checkmark	\checkmark		\checkmark	9/30
Indian River Farms Water Control District✓✓✓✓✓✓9/30Indian River Mosquito Control District✓✓✓✓9/30Indian Trail Improvement District✓✓✓✓9/30Lake Asbury Municipal Service Benefit District✓✓✓✓9/30Lake Padgett Estates Independent District✓✓✓9/30Lake Worth Drainage District✓✓✓9/30Diatation Water Control District✓✓✓9/30Pinelas Park Water Management District✓✓✓9/30Pine Tree Water Control District (Broward)✓✓✓9/30Port of The Islands Community Improvement District✓✓✓9/30Ranger Drainage District✓✓✓9/30Sanibel Fire and Rescue District✓✓✓9/30Sanibel Fire and Rescue District✓✓✓9/30South Central Regional Wastewater Treatment and Disposal Board✓✓✓9/30South Trail Fire Protection & Rescue District✓✓✓9/30South Trail Fire Protectio	Green Corridor P.A.C.E. District	\checkmark			\checkmark	9/30
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ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

Arbitrage Calculations

Current

We look forward to providing Golden Gem Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on <u>www.graucpa.com</u>.



Board of Supervisors Meeting

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, April 9, 2025 at 10:32 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Vice Chairman H.M. Ridgely, III **Taylor Edwards** George Hamner, Jr. Duane "Rocky" Owen

Also present were:

George Flint Alyssa Willson by phone Kevin Roberson *by phone*

FIRST ORDER OF BUSINESS

Mr. Flint called the meeting to order and called the roll at 10:32 a.m. Four Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Mr. Flint stated that no members of the public were present.

THIRD ORDER OF BUSINESS

Approval of Minutes of the February 12, 2025 Meeting

Mr. Flint presented the minutes of the February 12, 2025 Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes.

> On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, the Minutes of the February 12, 2025 Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS

Ratification of Series 2024 Requisitions #32 - #39

Public Comment Period

Assistant Secretary Assistant Secretary Assistant Secretary

District Engineer

District Manager

District Counsel

Roll Call

Mr. Flint stated these were signed by the Engineer and by himself then transmitted to the Trustee for payment and now being brought back to the Board for ratification. He offered to take any questions on any of the requisitions.

On MOTION by Mr. Edwards, seconded by Mr. Hamner, Jr., with all in favor, the Series 2024 Requisitions #32 - #39, were ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01 Approving the Proposed Fiscal Year 2026 Budget and Setting a Public Hearing

Mr. Flint stated the budget process is a two-step process for CDD's. The first step is the Board has to approve the proposed budget by June 15th of each year and set the date, place and time of the public hearing for final consideration which has to be at least 60 days from the date the proposed budget was approved. The proposed budget is not binding on the Board. The only thing to keep in mind is if it includes assessment levels that when the mailed notice is done for those assessments, that level in the proposed budget would serve as the ceiling. It could come down at the public hearing or you could choose not to impose assessments at the public hearing and operate under developer funding agreement if the Board wanted to do that. Once the assessments are in place, a budget adoption is required by public hearing each year. A mailed notice doesn't have to be done every year unless the assessments are increasing. The June 11th meeting at 10:30 a.m. in this location is recommended for the public hearing. The Board would consider the final approval of the budget. Attached to the Resolution as exhibit A is the proposed budget. He reviewed the preliminary numbers and asked the Board to consider a 3% inflationary increase in the management fee related line items and 15% increase in the insurance line item for an estimate. A Board member stated he is hoping to be finished with the project by June. He offered to take any questions on the resolution or the exhibit.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Resolution 2025-01 approving the proposed Fiscal Year 2026 budget and setting a public hearing for June 11, 2025 at 10:30 a.m. in this location, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Letter Agreement Regarding Transportation Development Agreement with City of Apopka and Kelly Park VB Development, LLC Ms. Willson noted this is a ratification item as the District has executed it. This was to carry out the concepts in the bond documents and acquisition agreement essentially providing for the infrastructure that the District is now constructing. The District will be the recipient of those transportation fee credits that the District would then be able to sell to other developers both internal and external to the CDD. Mr. Flint noted on the bonds it was contemplated as these fees were paid, the credits would go to the District and the District would sell those and use those funds to pay down the principal on the bonds. The letter clarifies to make sure there is no confusion about where those credits flow.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, the Letter Agreement Regarding Transportation Development Agreement with City of Apopka and Kelly Park VB Development, LLC, was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Stormwater Drainage Easement Agreement with Kelly Park VB Development, LLC and Lit Cadence West Kelly Phase I, LLC

Ms. Willson stated this concept was discussed at the last meeting. They have the as-builts from an easement agreement with the Kelly Park VB and the Golden Gem CDD as the grantor to the Lit Cadence West Kelly Phase I. As the grantee, it governs certain requirements as it relates to the stormwater ponds depicted on exhibit C of the easement and certain stormwater drainage easements that need to be given as well as obligations of the grantors and the grantee regarding the stormwater facility. She noted from the developers' counsel they are requesting approval in substantial form as they are still waiting on final comments from Cadence. Caleb noted it has not been fully approved by Lit Cadence. Mr. Roberson noted he worked closely with Cadence's engineering team during their design process so their project is heavily dependent on these, as far as the locations of these he doesn't see that changing at all. It is all in the permit.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Ridgely, III, with all in favor, the Stormwater Drainage Easement Agreement with Kelly Park VB Development, LLC and Lit Cadence West Kelly Phase I, LLC, was approved, in substantial form.

EIGHTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

Mr. Flint stated the CDD as a government entity is required to have an annual independent audit performed. The first step is to appoint an Audit Committee. He recommended the Board appoint themselves as the Audit Committee. The initial Audit Committee meeting will be after the Board meeting today and the form of the RFP and selection criteria will be approved then a notice sent out.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Ridgely, III, with all in favor, the Appointment of Audit Committee and Appointing Mr. Linton, Jr. as Chairman, was approved.

Mr. Hamner requested to amend the motion of Audit Committee Chairman to Mr. Ridgely, III.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Ridgely, III, with all in favor, the Appointment of Audit Committee and Appointing Mr. Ridgely, III as Chairman, was approved as amended.

NINTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Willson asked when Caleb is anticipating that first sale of property. Caleb noted it was originally supposed to occur March 28th but has been delayed by 30 days so they are expecting it to close at the end of April. They are working on modifying the final agreement. The latest thought process is they will assume the par debt allocated to their parcel and prepay that at a future date sometime between 12 and 18 months after closing. They do now have some impact fee credits available for that Vertical developer to purchase to net against the outstanding debt. They estimate \$1.5M of impact fee credits will be needed. It will not fully pay down the par debt associated with that parcel. There will be an estimated \$3.5M difference.

B. Engineer

Mr. Roberson provided a construction update to the Board.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint noted the unaudited financials through the end of March are in the agenda package. No action is required. He offered to take questions.

Golden Gem CDD

ii. **Ratification of Funding Requests #14 - #15**

Mr. Flint noted funding requests #14 - #15 were transmitted under the developer funding agreement to Wyld Oaks Development. Funding request #14 included District management, District Counsel and Board compensation. Funding request #15 included District Counsel, District Engineer and District Manager.

> On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Funding Requests #14 - #15, were ratified.

TENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Mr. Flint asked for any Supervisors requests. Hearing no requests, the next item followed.

TWELFTH ORDER OF BUSINESS

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

5

Secretary/Assistant Secretary

Chairman/Vice Chairman

Supervisor's Requests

Adjournment

SECTION IV

SECTION A

RESOLUTION 2025-02 [FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Golden Gem Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") 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 general-purpose government(s) 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 on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

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

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

SECTION 1. BUDGET

- a. 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.
- b. 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, 2026."

c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* 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 FY 2026, the sum(s) set forth in **Exhibit A** 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 as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, 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 11TH DAY OF JUNE, 2025.

ATTEST:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A

FY 2026 Budget

Golden Gem Community Development District

Proposed Budget FY2026



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1-2	General Fund
3-5	General Fund Narrative
6	Debt Service - Series 2024
7-8	Amortization Schedule

Golden Gem

Community Development District General Fund

Description		Adopted Budget FY2025		Actuals Thru 3/31/25		Projected Next Months		Projected Thru 9/30/25		Proposed Budget FY2026
Description		F12025		3/31/23	C	MOITUIS		9/30/23		F12020
<u>Revenues</u>										
Special Assessments	\$	-	\$	-	\$	-	\$	-	\$	340,543
Developer Contributions	\$	153,628	\$	72,521	\$	75,480	\$	148,001	\$	-
Total Revenues	\$	153,628	\$	72,521	\$	75,480	\$	148,001	\$	340,543
Expenditures										
<u>General & Administrative</u>										
Supervisor Fees	\$	12,000	\$	1,800	\$	6,000	\$	7,800	\$	12,000
FICA Expense	\$	918	\$	138	\$	459	\$	597	\$	918
Annual Audit	\$	5,000	\$		\$	4,600	\$	4,600	\$	5,000
Assessment Administration	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	5,000
Arbitrage	↓ \$	450	↓ \$	-	\$	450	\$	450	↓ \$	450
Attorney	\$	25,000	\$	2.740	\$	22,260	\$	25,000	\$	25,000
Dissemination	\$	5,000	\$	2,500	\$	2,500	\$	5,000	\$	5,000
Engineering	\$	15,000	\$	975	\$	5,000	\$	5,975	\$	15,000
Legal Advertising	\$	15,000	\$	-	\$	5.000	\$	5,000	\$	15,000
Trustee Fees	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	5,500
Management Fees	\$	37,500	\$	18,750	\$	18,750	\$	37,500	\$	38,625
Information Technology	\$	1,800	\$	900	\$	900	\$	1,800	\$	1,854
Website Maintenance	↓ \$	1,200	↓ \$	600	\$	600	\$	1,200	↓ \$	1,031
Office Supplies	↓ \$	625	↓ \$	000	\$	500	\$	500	↓ \$	625
Postage & Delivery	.⊅ \$	1,000	.⊅ \$	91	 \$	500	.⊅ \$	591	.⊅ \$	1,000
Printing & Binding	\$ \$	1,000	\$	40	\$	500	\$	540	\$	1,000
	♪ \$	300	.⊅ \$	40	.⊅ \$	50	.⊅ \$	540	.⊅ \$	300
Telephone	э \$		э \$	-	э \$		э \$		э \$	
Travel Per Diem	э \$	660 175	э \$	- 175	э \$	100	э \$	100 175	э \$	660 175
Dues, Licenses & Subscriptions						-				
Insurance	\$	6,000	\$	5,000	\$	-	\$	5,000	\$	6,900
Contingency Property Taxes	\$ \$	5,000	\$ \$	244 35,636	\$ \$	244	\$ \$	488 35,636	\$ \$	5,000 -
· ·	\$	143,628	\$	69,588	\$	79 412	\$	148,001	\$	116 212
Total Administrative	3	143,028	3	09,588	3	78,413	3	148,001	3	146,243
<u>Operation and Maintenance</u> <u>Field Expenditures</u>										
Field Management	\$	_	\$	_	\$	_	\$	_	\$	15,000
Fountain Maintenance	.⊅ \$	-	.⊅ \$	-	.⊅ \$	-	.⊅ \$	-	.⊅ \$	3,500
General Repairs & Maintenance	э \$	-	э \$	-	э \$	-	э \$	-	э \$	3,500
Irrigation Repairs	э \$	-	э \$	-	э \$	-	э \$	-	э \$	4,500
Landscape Maintenance	э \$	-	э \$	-	э \$	-	э \$	-	э \$	4,500
Landscape Maintenance Landscape Replacement & Enhancements	э \$	-	э \$	-	э \$	-	э \$	-	э \$	10,000
Pond Maintenance	э \$	-	э \$	-	э \$	-	э \$	-	э \$	7,500
Electric	э \$	-	э \$	-	э \$	-	э \$	-	э \$	7,500 1,500
Streetlights	ծ \$	-	ծ \$	-	ծ \$	-	ծ \$	-	ծ \$	45,000
Water & Sewer		-	ծ \$	-	ծ \$		ծ \$	-	ծ \$	
	\$ ¢	-		-		-		-		25,000
Property Insurance Contingency	\$ \$	- 10,000	\$ \$	-	\$ \$	-	\$ \$		\$ \$	5,500 5,500
contingency	Ψ	10,000	Ψ	-	φ	-	φ	-	Ψ	5,500
Total Field Expenditures	\$	10,000	\$	-	\$	-	\$	-	\$	193,000

Golden Gem

Community Development District General Fund

Description	Adopted Budget FY2025	Actuals Thru 3/31/25	Projected Next Months	Projected Thru 9/30/25	Proposed Budget FY2026
<u>Amenity Expenditures</u> Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Total Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Total O&M Expenditures:	\$ 10,000	\$ -	\$ -	\$ -	\$ 194,300
Total Expenditures	\$ 153,628	\$ 69,588	\$ 78,413	\$ 148,001	\$ 340,543
Excess Revenues/(Expenditures)	\$ -	\$ 2,933	\$ (2,933)	\$ -	\$ -

				Net		
Product	ERU's	Assessable Units	ERU/Unit	Assessment	Net Per Unit	Gross Per Unit
Hotel	61.50	123.00	0.50	\$11,961.57	\$97.25	\$103.46
Multifamily	1,576.50	2,102.00	0.75	\$306,624.65	\$145.87	\$103.40
Single Family	54.00	54.00	1.00	\$10,502.84	\$194.50	\$206.91
Commercial	58.89	58.89	1.00	\$11,453.93	\$194.50	\$206.91
Total ERU's	1,750.89	2,337.89		340,543.00		

Golden Gem Community Development District General Fund Narrative

Revenues:

Special Assessments

The District will levy a Non-Ad Valorem Assessment on all the assessable property within the District in order to pay for its operating and maintenance expenditures incurred during the Fiscal Year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Administrative Expenditures:

Supervisors Fees

The amount paid to each supervisor for the time devoted to District business and meetings is determined by Chapter 190, Florida Statutes, at \$200 per meeting.

FICA Expenditures

Represents the employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

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.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2024 Bonds and any additional bond issuance.

<u>Attorney</u>

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.

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.

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.

Legal Advertising

The District is required to advertise various notices for monthly board meetings, public hearings, etc. in a newspaper of general circulation.

<u>Trustee Fees</u>

Golden Gem Community Development District General Fund Narrative

The District will pay annual trustee fees to U.S Bank Global Corporate Trust for the Series 2024 Special Assessment Bonds.

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, attendance of monthly board meetings, 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.

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.

Postage & Delivery

The District incurs charges for mailing of board meeting agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

<u>Telephone</u>

Telephone and fax machine.

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.

<u>Insurance</u>

Annual insurance policy for General Liability and D&O provided by EGIS Risk Advisors.

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Operations and Maintenance:

Golden Gem Community Development District General Fund Narrative

Field Expenditures:

Field Management

Estimated expenditures for contracts, site visits to the District, monthly operations reports of the District, and administration of all maintenance and operations.

Fountain Maintenance

Estimated expenditures to maintain the fountains.

General Repairs & Maintenance

Estimated expenditures for all field repairs and maintenance. These expenses include but are not limited to pressure washing, entry & wall repairs, gate repairs, maintenance supplies, sidewalk repairs, etc.

Irrigation Repairs

Estimated expenditures to inspect the irrigation system and provide any necessary repairs.

Landscape Maintenance

Estimated expenditures to provide landscape maintenance, horticulture, and irrigation inspections. The services include but are not limited to basic landscaping services, fertilization, mulching, and tree planting.

<u>Landscape Replacement & Enhancement</u> Estimated expenditures for miscellaneous plant materials outside of the landscaping contract.

<u>Pond Maintenance</u> Estimated expenditures to disc three ponds six times annually.

<u>Electric</u>

Estimated expenditures for electric services for lift stations, park, entry and fountain lighting.

<u>Streetlights</u> Estimated expenditures to provide electricity to the streetlights.

Water & Sewer

Estimated expenditures to provide water and sewer.

Property Insurance

Annual insurance policy for Property & Casualty provided by EGIS Risk Advisors for coverage of the entry monuments and lift stations.

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Janitorial Services

Estimated cost for pet waste station and trash cleanup.

Golden Gem Community Development District Debt Service Series 2024

	Adopted Budget FY 2025		Thru		Projected Next 6 Months		Total Projected 9/30/25			Proposed Budget FY 2026
<u>Revenues</u>										
Carry Forward Surplus ⁽¹⁾	\$	-	\$	3,016,949	\$	-	\$	3,016,949	\$	1,286,579
Special Assessments	\$	-	\$	-	\$	-	\$	-	\$	2,138,668
Interest Income	\$	-	\$	101,897	\$	50,948	\$	152,845	\$	75,000
Interfund Transfer In	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	3,118,846	\$	50,948	\$	3,169,795	\$	3,500,246
<u>Expenditures</u>										
Interfund Transfer Out	\$	-	\$	-	\$	-	\$	-	\$	-
<u>Series 2024</u>										
Interest-11/1	\$	-	\$	813,882	\$	-	\$	813,882	\$	1,069,334
Principal-5/1	\$	-	\$	-	\$	-	\$	-	\$	-
Interest-5/1	\$	-	\$	-	\$	1,069,334	\$	1,069,334	\$	1,069,334
Total Expenditures	\$	-	\$	813,882	\$	1,069,334	\$	1,883,216	\$	2,138,668
Excess Revenues/(Expenditures)	\$	-	\$	2,304,964	\$	(1,018,385)	\$	1,286,579	\$	1,361,579
⁽¹⁾ Net of Debt Service Reserve fund	s.						Inte	erest 11-1-26	\$	1,069,334
	-							ncipal 11-1-26	\$	-
									\$	1,069,334
Product	E	ERU's	As	sessable Units		ERU/Unit	Ne	et Assessment	G	ross Per Unit
Hotel	6	1.50		123.00		0.50		\$774.68		\$824.13
Multifamily		76.50		2,102.00		0.75		\$1,162.02		\$1,236.20
Single Family		4.00		54.00		1.00		\$1,549.36		\$1,648.26
Commercial	5	8.89		58.89		1.00		\$1,549.36		\$1,648.26
Total ERU's	1,7	750.89		2,337.89						

Period Ending	•		Intorost		Annual Debt		
Linuing	Dulunce		Timeipui		merest		Debt
11/01/24	\$36,550,000			\$	813,882	\$	813,882
05/01/25	. , ,			\$	1,069,334	•	,
11/01/25	\$36,550,000			\$	1,069,334	\$	2,138,668
05/01/26				\$	1,069,334		
11/01/26	\$36,550,000			\$	1,069,334	\$	2,138,668
05/01/27				\$	1,069,334		
11/01/27	\$36,550,000			\$	1,069,334	\$	2,138,668
05/01/28				\$	1,069,334		
11/01/28	\$36,550,000			\$	1,069,334	\$	2,138,668
05/01/29		\$	585,000	\$	1,069,334		
11/01/29	\$35,965,000			\$	1,054,270	\$	2,708,604
05/01/30		\$	620,000	\$	1,054,270		
11/01/30	\$35,345,000			\$	1,038,305	\$	2,712,575
05/01/31		\$	650,000	\$	1,038,305		
11/01/31	\$34,695,000			\$	1,021,568	\$	2,709,873
05/01/32		\$	685,000	\$	1,021,568		
11/01/32	\$34,010,000			\$	1,002,045	\$	2,708,613
05/01/33		\$	725,000	\$	1,002,045		
11/01/33	\$33,285,000			\$	981,383	\$	2,708,428
05/01/34		\$	770,000	\$	981,383		
11/01/34	\$32,515,000			\$	959,438	\$	2,710,820
05/01/35		\$	815,000	\$	959,438		
11/01/35	\$31,700,000			\$	936,210	\$	2,710,648
05/01/36		\$	865,000	\$	936,210		
11/01/36	\$30,835,000			\$	911,558	\$	2,712,768
05/01/37		\$	915,000	\$	911,558		
11/01/37	\$29,920,000			\$	885,480	\$	2,712,038
05/01/38		\$	965,000	\$	885,480		
11/01/38	\$28,955,000			\$	857,978	\$	2,708,458
05/01/39		\$	1,025,000	\$	857,978		
11/01/39	\$27,930,000			\$	828,765	\$	2,711,743
05/01/40		\$	1,085,000	\$	828,765	<i>*</i>	
11/01/40	\$26,845,000	٦		\$	797,843	\$	2,711,608
05/01/41		\$	1,145,000	\$	797,843	<i>*</i>	
11/01/41	\$25,700,000	<u>ب</u>		\$	765,210	\$	2,708,053
05/01/42		\$	1,215,000	\$	765,210		

Golden Gem Community Development District Special Assessment Revenue Bonds, Series 2024

Period	Principal	Annual			Annual
Ending	Balance	Principal	Interest		Debt
11/01/42	\$24,485,000		\$ 730,583	\$	2,710,793
05/01/43		\$ 1,285,000	\$ 730,583		
11/01/43	\$23,200,000		\$ 693,960	\$	2,709,543
05/01/44		\$ 1,360,000	\$ 693,960		
11/01/44	\$21,840,000		\$ 655,200	\$	2,709,160
05/01/45		\$ 1,445,000	\$ 655,200		
11/01/45	\$20,395,000		\$ 611,850	\$	2,712,050
05/01/46		\$ 1,535,000	\$ 611,850		
11/01/46	\$18,860,000		\$ 565,800	\$	2,712,650
05/01/47		\$ 1,630,000	\$ 565,800		
11/01/47	\$17,230,000		\$ 516,900	\$	2,712,700
05/01/48		\$ 1,730,000	\$ 516,900		
11/01/48	\$15,500,000		\$ 465,000	\$	2,711,900
05/01/49		\$ 1,835,000	\$ 465,000		
11/01/49	\$13,665,000		\$ 409,950	\$	2,709,950
05/01/50		\$ 1,950,000	\$ 409,950		
11/01/50	\$11,715,000		\$ 351,450	\$	2,711,400
05/01/51		\$ 2,070,000	\$ 351,450		
11/01/51	\$ 9,645,000		\$ 289,350	\$	2,710,800
05/01/52		\$ 2,200,000	\$ 289,350		
11/01/52	\$ 7,445,000		\$ 223,350	\$	2,712,700
05/01/53		\$ 2,335,000	\$ 223,350		
11/01/53	\$ 5,110,000		\$ 153,300	\$	2,711,650
05/01/54		\$ 2,480,000	\$ 153,300		
11/01/54	\$ 2,630,000		\$ 78,900	\$	2,712,200
05/01/55		\$ 2,630,000	\$ 78,900		
11/01/55	\$-			\$	2,708,900
Total		\$ 36,550,000	\$ 46,009,171	\$	82,559,171

SECTION B

RESOLUTION 2025-03 [FY 2026 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Golden Gem Community Development District ("**District**") is a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Orange County, Florida ("**County**"); and

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

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

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

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B** ("**Assessment Roll**").

2. OPERATIONS AND MAINTENANCE ASSESSMENTS.

a. Benefit Findings. The provision of the services, facilities, and operations as described in Exhibit A confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in Exhibit A and Exhibit B and is hereby found to be fair and reasonable.

- b. O&M Assessment Imposition. Pursuant to Chapter 190, Florida Statutes, a special assessment for operations and maintenance ("O&M Assessment(s)") is hereby levied and imposed on benefitted lands within the District and in accordance with Exhibit A and Exhibit B. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- **c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
- 3. DEBT SERVICE SPECIAL ASSESSMENTS. The District's Board hereby certifies for collection the FY 2026 installment of the District's previously levied debt service special assessments ("Debt Assessments," and together with the O&M Assessments, the "Assessments") in accordance with this Resolution and as further set forth in Exhibit A and Exhibit B, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes,* the District is authorized to collect and enforce the Assessments as set forth below.
 - a. Tax Roll Assessments. To the extent indicated in Exhibit A and Exhibit B, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "Tax Roll Property" identified in Exhibit B shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("Uniform Method"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. Direct Bill Assessments. To the extent indicated in Exhibit A and Exhibit B, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "Direct Collect Property" identified in Exhibit B shall be collected directly by the District in accordance with Florida law, as set forth in Exhibit A and Exhibit B. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - Due Date (O&M Assessments). O&M Assessments directly collected by the District shall be due and payable [(OPTION 1) on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2026][(OPTION 2) in full on [DATE]; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: [#]% due no later than [DATE], [#]% due no later than [DATE] and [#]% due no later than [DATE].

- Due Date (Debt Assessments). Debt Assessments directly collected by the District shall be due and payable in full on [(OPTION 1) [December 1, 2025]; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager][(OPTION 2) [DATE]; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: [#]% due no later than [DATE], [#]% due no later than [DATE].
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. Future Collection Methods. The District's decision to collect Assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

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

ATTEST:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Ву:_____

Secretary / Assistant Secretary

lts:_____

Exhibit A:BudgetExhibit B:Assessment Roll

Exhibit A

Budget

Exhibit B

Assessment Roll

Golden Gem CDD FY 26 Assessment Roll

Direct Billing

PARCEL	ACREAGE	0&M	Debt	Total
272013948000001	8.312	\$19,140.56	\$120,205.95	\$139,346.51
272013948000002	3.936	\$9,063.67	\$56,921.39	\$65,985.07
272013948001000	48.827	\$112,436.98	\$706,123.20	\$818,560.17
272013948002000	8.74	\$20,126.14	\$126,395.57	\$146,521.72
272013948003000	15.627	\$35,985.27	\$225,993.55	\$261,978.82
272013948005000	4.074	\$9,381.45	\$58,917.11	\$68,298.57
272013948006000	9.007	\$20,740.98	\$130,256.86	\$150,997.84
272013948007000	46.734	\$107,617.30	\$675,854.78	\$783,472.08
272013948008000	12.067	\$27,787.43	\$174,509.77	\$202,297.20
Total Gross Direct	157.324	\$362,279.79	\$2,275,178.19	\$2,637,457.98
Total Net Direct		\$340,543.00	\$2,138,667.50	\$2,479,210.50

${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$

This item will be provided under

separate cover

SECTION VI

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Gary M. Kaleita, Esq. Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, FL 32801 (407) 843-4600

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "<u>Agreement</u>") is made and entered into effective as of this ______ day of ______, 2025, by and between KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company ("<u>Developer</u>") whose mailing address is 660 Beachland Blvd., Suite 301, Vero Beach, Florida 32963, GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, ("<u>CDD</u>"), whose address is c/o Governmental Management Services, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and THE CITY OF APOPKA, FLORIDA, a political subdivision of the State of Florida (the "<u>City</u>"), whose address is 120 E. Main Street, Apopka, Florida 32703. The Developer, the CDD, and the City shall collectively be referred to herein as the "<u>Parties.</u>"

WHEREAS, the Developer is in the process of developing a mixed use project called "Wyld Oaks" within the City limits; and

WHEREAS, the City's approvals for Wyld Oaks require certain street trees and related landscaping improvements (such as, but not limited to, turf and irrigation) to be installed (collectively, the "<u>City-Mandated Landscape Improvements</u>") as part of the plans for the construction of certain road rights-of-way intended to serve Wyld Oaks (the "<u>Road Rights-of-Way</u>"); and

WHEREAS, due to the nature and extent of other improvements required to be installed within the Road Rights-of-Way, the City and the Developer agreed as part of the plans for the construction of the Road Rights-of-Way that the City-Mandated Landscape Improvements would be installed on the Developer's real property located alongside the Road Rights-of-Way; and

WHEREAS, because the CDD is constructing the roadway and related improvements within the Road Rights-of-Way, and because the City-Mandated Landscape Improvements are for a public purpose, are required pursuant to the plans for construction of the Road Rights-of-Way by the CDD, and benefit the various parcels of property within Wyld Oaks that are located inside the boundaries of the CDD, the CDD has agreed to install and thereafter maintain the City-Mandated Landscape Improvements; and

WHEREAS, the City and the CDD have required that the Developer grant to each of them a perpetual, non-exclusive easement to maintain the City-Mandated Landscape Improvements once they are installed; and

WHEREAS, it has been determined that the location of the City-Mandated Landscape Improvements will be within those portions of the Developer's Property more particularly described and depicted on <u>EXHIBIT "A"</u> attached hereto (the "<u>Easement Areas</u>"); and

WHEREAS, the Developer desires to reserve the right to enhance (or require future owners of portions of the Easement Areas to enhance) the landscaping within the Easement Areas to include other landscaping improvements (the "Enhanced Landscape Improvements") besides the City-Mandated Landscape Improvements, such as (but not limited to) shrubs, mulch, turf, irrigation and related improvements intended to further beautify the Easement Areas, in connection with which the Developer desires the CDD to own and maintain same; and

WHEREAS, the CDD is willing to maintain the Enhanced Landscape Improvements so long as it receives a Bill of Sale or other appropriate instrument of conveyance with respect to the Enhanced Landscape Improvements from the Developer or future owner who or which installed same, on the basis that the Enhanced Landscape Improvements will also benefit the various parcels of property within Wyld Oaks that are located inside the boundaries of the CDD; and

WHEREAS, in order to maintain the Enhanced Landscape Improvements if and when they are installed and conveyed to the CDD, the CDD requires that the Developer grant to the CDD a perpetual, non-exclusive easement to do so; and

WHEREAS, the Parties have entered into this Agreement in order to provide for the foregoing and establish their respective rights and obligations with respect thereto;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein and for other good and valuable consideration received by each party, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties acknowledge and agree as follows:

1. **<u>Recitals: Definitions</u>**. The above recitals are true and correct and are incorporated herein by this reference.

2. <u>Grant of Easement for City-Mandated Landscape Improvements</u>. Developer hereby grants to each of the City and the CDD a perpetual, non-exclusive easement over, upon and across the Easement Areas for the installation, maintenance, repair and replacement of the City-Mandated Landscape Improvements. All such activities shall be conducted with commercially reasonable care and shall follow customary and appropriate arboreal and other landscaping maintenance standards.

3. <u>Grant of Easement for Enhanced Landscape Improvements</u>. Developer hereby grants to the CDD a perpetual, non-exclusive easement over, upon and across the Easement Areas for the maintenance, repair and replacement of the Enhanced Landscape Improvements. All such activities shall be conducted with commercially reasonable care and shall follow customary and appropriate arboreal and other landscaping maintenance standards.

4. <u>Maintenance Costs of City-Mandated Landscape Improvements</u>. The CDD shall be responsible for all costs and expenses related to the installation, maintenance, repair and replacement of the City-Mandated Landscape Improvements. In the event that the City determines

that maintenance is required for any City-Mandated Landscape Improvements but is not being performed by the CDD, the City shall provide written notice to the Developer and the CDD. If the CDD has not performed such maintenance within thirty (30) days or such extension of time as may be mutually agreed to by the CDD and the City following its receipt of such notice, the City shall be entitled to do so and provide to the CDD an invoice for the amount of such maintenance costs, with reasonable supporting documentation, and the CDD shall pay to the City the amount of such invoice within thirty (30) days following receipt.

5. <u>Maintenance Costs of Enhanced Landscape Improvements</u>. The CDD shall be responsible for all costs and expenses related to the maintenance, repair and replacement of the Enhanced Landscape Improvements after they are installed and after the CDD receives a Bill of Sale or other appropriate instrument of conveyance with respect thereto; provided, however, that the CDD shall have the right before accepting maintenance responsibility to inspect the Enhanced Landscape Improvements to ensure they are in good condition, properly installed and properly irrigated, and to require any deficiencies to be corrected before accepting such responsibility.

6. <u>Agreement Runs with the Real Property</u>. This Agreement and all the provisions hereof are and shall be covenants running with the title to the Easement Areas, but shall not burden any other portion of the Developer's real property.

7. <u>Enforcement</u>. Each Party shall have the right to specifically enforce the obligations of anu other Party to this Agreement. In any action at law or in equity to enforce this Agreement, the prevailing Party shall be entitled to recover all costs of suit and reasonable attorneys' fees through trial and all appellate levels from the non-prevailing Party.

8. <u>Notices</u>. All notices given pursuant to this Agreement shall be in writing and shall be sent via hand delivery, recognized overnight courier service, or certified mail, to the addresses set forth in the introductory paragraph above, or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice. Absent an address for any notice to be sent to a successor in title to the Developer as to any Easement Area, such notice shall be sent to the address of the then fee simple owner of the Easement Area on file at the Florida Department of State (if the owner is registered there) or the Orange County Property Appraiser's website.

9. **Document Construction**. No provision of this Agreement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of either Party being deemed to have structured, drafted or specified such provision.

10. <u>Miscellaneous; Headings</u>. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, as the context may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text.

11. <u>**Counterparts**</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

12. <u>Modification</u>. This Agreement may not be amended except by written instrument executed by the Parties hereto or their respective successors or assigns.

13. <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of all parties hereto.

14. <u>Governing Law and Venue</u>. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Orange County, Florida.

15. <u>No Third-Party Beneficiaries</u>. Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries.

16. <u>Indemnification</u>. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each of the CDD and the City covenants and agrees to indemnify the Developer and hold it harmless from any and all claims for personal injuries, death, or property damage, and any other losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, reasonable attorneys' fees, which arise out of, in connection with, or by reason of the exercise of its rights under this Agreement, except such loss or damage as may result from the willful or negligent acts of the Developer or its agents, contractors or employees.

17. <u>Developer's Reservation of Rights</u>. Developer hereby retains the right to utilize the Easement Areas for any purpose which the Developer may desire; provided, however, that the same shall not unreasonably interfere with the City's or the CDD's exercise of the easement rights herein granted.

18. **JURY WAIVER**. THE PARTIES HERETO WAIVE THE RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE EASEMENTS AND/OR THE RIGHTS AND OBLIGATIONS GRANTED BY THIS AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment on the date below first written.

Signed, sealed and delivered in the "DEVELOPER" presence of:

Print Name:

Address: _____

Print Name:_____

Address: _____

KELLY PARK VB DEVELOPMENT,

LLC, a Delaware limited liability company

- 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

Date of Execution: _____, 2025

STATE OF FLORIDA)) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this ______ day of ______, 2025, by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as the sole Member of KPVB Acquisition, LLC, a Delaware limited liability company, as the sole Member of **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of said entity. Said person (check one) \Box is personally known to me or \Box produced _______ as identification.

(NOTARY SEAL)

Notary Stamp Print Name:_____ Notary Public, State of Florida Commission No.:_____
Signed, sealed and delivered in the "CDD" presence of:

Print Name:Address:	GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT , a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
Print Nama:	By:
Print Name:Address:	Name: Title:
	Date of Execution:, 2025
STATE OF FLORIDA)	
COUNTY OF ORANGE)	
The foregoing instrument was acknowled or online notarization, this day of of	dged before me by means of physical presence , 2025, by , as GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT , a municipal for	form of government existing under the laws of the berson (check one) \Box is personally known to me or

(NOTARY SEAL)

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

Signed, sealed and delivered in the "CITY" presence of:

ATTEST:

CITY OF APOPKA, FLORIDA, a political subdivision of the State of Florida

By:	
Printed Name:	
Title: City Clerk	

	By:
Print Name:	Name:
Address:	Title:

Date of Execution: _____, 2025

STATE OF FLORIDA)) COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this <u>day of</u>, 2025, by <u>, as the City</u> Clerk of **THE CITY OF APOPKA, FLORIDA**, a political subdivision of the State of Florida, on behalf of the City. Said person (check one) \Box is personally known to me or \Box produced <u>as identification</u>.

(NOTARY SEAL)

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

SUBORDINATION OF MORTGAGE TO AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FRANCOIS P. BRENEY (the "Mortgagee") is the owner and holder of that certain Mortgage and Security Agreement given by Kelly Park VB Development, LLC, a Delaware limited liability company (the "Grantor") Recorded November 3, 2023 in Official Records Document #20230642204, in the Public Records of Orange County, Florida, as amended or modified (the "Mortgage"); and

WHEREAS, the Mortgage encumbers a portion of the Property which is the subject of the within and foregoing Agreement executed by Grantor, to which this Subordination is attached and of which it forms a part; and

WHEREAS, Grantor has requested Mortgagee to join in and consent to the Agreement for the purpose of subordinating the lien and encumbrance of the Mortgage to the Agreement;

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby joins in and consents to the Agreement, subordinates the lien and encumbrance of the Mortgage to the Agreement, and agrees that the Agreement shall survive any foreclosure of the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed effective as of the date of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

FRANCOIS P. BRENEY

Address: 1020 Juliette Blvd. Mount Dora, FL 32757

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowled	ged before me by means of physical presence
or online notarization this day of	, 2025 by FRANCOIS P. BRENEY,
who is personally known to me or has produced _	as identification.

(NOTARY SEAL)

Notary Public:	
Name Printed:	
Commission No.:	
My Commission Expires:	

EXHIBIT "A"

LANDSCAPE EASEMENT AREAS

(SEE ATTACHED)

SECTION VII

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 41
- (B) Name of Payee: RCS Construction Co. Inc.
- (C) Amount Payable: \$8,050.78

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

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

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

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

-77

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Umm Rober

Consulting Engineer

Kevin M Roberson Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT	AL	AIA DOCUMENT G702	PAGE ONE OF 1	PAGES 3
PROJECT: ity Development District	Wyld Oaks - Mass Grading	APPLICATION NO:	15 Distribution to:	ution to: OWNER
660 Beach, FL 32963 Vero Beach, FL 32963 FROM CONTRACTOR: VIA ARCHITECT: PCC CONCENTION OF NO		PERIOD TO:	3/25/25	ARCHITECT CONTRACTOR
CUSE CONSTRUCTION CO. INC. 295 E. HWY 50 SUITE 1 CUERMONT FL 34711		PROJECT NOS:		
CONTRACT FOR:		CONTRACT DATE:		
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	The Worl Door	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current navment shown herein is now	o the best of the Contractor's knowl nent has been completed in accorda id by the Contractor for Work for w of from the Owner, and that current	edge, information and belief the ance with the Contract thich previous Certificates for tharment shown herein is now
		due. CONTRAMOR: A RCS O	RCS CONSTRUCTION CO., INC.	3/25/25
5. RETAINAGE: 5336,738,44 a. 5 % of Completed Work (Column D + E on G703) b. 5 % of Stored Material (Column F on G703)	State of: Subscrib My Com	State of Violatio A Subscribed and sworth to beflow me think Notary Public VI HOULE My Commission expires:		VICTORIA E. DUTERA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026
Total Retainage (Lines 5a + 5b or Total m Column of 05703) 6. TOTAL EARNED LESS RETAINACIE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT PAYMENT DUE 8. CURRENT PAYMENT DUE 9. BALANCE TO FMISH, INCLUDING RETAINAGE 9. BALANCE TO FMISH, INCLUDING RETAINAGE	al de la la la	ENGINEER'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED	ATE FOR PAYMEN Artifies to the Owner that to the best relifies to the Owner that to the best lief the Work has progressed as indi- th the Contract Documents, and the RTIFIED.	ctor.
1 To Date That is Eligible For CDD Payment ble For CDD Payment, Less Retainage id By CDD DD	2112-14-12	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ENGINEER: ENGINEER: Mr. M.	ers from the amount applied. Initial that are changed to conform with th Kevin F Date:	d. Initial all figures on this a with the amount certified.) Kevin Roberson, Kimley-Horn and Assoc. ate: 4-1-25
Date - Eligible For KPVBD Payment 4,86 For KPVBD Payment, Less Retainage 4,62 iy KPVBD 77	يوا _ اورا _ اور	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	OUNT CERTIFIED is payable only it and acceptance of payment are wi itractor under this Contract.	r to the tithout
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS Total changes approved in previous months by Owner \$397,126,22 \$0.00 Total approved this Month \$0.00 \$0.00 TOTALS \$397,126,22 \$0.00 TOTALS \$397,126,22 \$0.00 NET CHANGES by Change Order \$397,126,22 \$0.00	80.08 80.08			

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Grading Application #15

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Developer's Representative certifies to the Owner that to the best of the Developer's Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

DEVELOPER'S REPRESENTATIVE:

By:	hand	Date: 04/11//25
Name:	Timothy R. Dennard	
Title:	President	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ALA D Contra Use C	AIA DACHMAGI (2002 APPLICATION AND CERTER TREE ATION HOR PAYMENT. Creataining	PAVMENT ~	and a failure							012120								
BseC	Contractor's signed certification is straction.		Attent in the start						APPLICATION NO: APPLICATION DATE: PERIOD TO:	TION DATE: PERIOD TO:	2/20/2025 3/25/2025							
	(Ise Column 1 on Contracts where variable retainage for line items may apply	y apply.						ARCH	ARCHITECT'S PROJECT NO:	BCT NO:								
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		Quantity	190	Price	Total	(D+E)		(NOT BY	TO DATE (D+E+I)		6.0		Payment By CUD	Eliphic For Payment In-CDD	58 B	Peyment Hy KPVTRD	Eligible For Payment In KIMTRD	Retainage (g) 5%
	Ceneral Conditions, Modification, Survey		Ī		Ī					Í	Ī			and the		MAR A PL	and a ma fin	
1.	1. MOBILIZATION	1	SI	\$250,000.00	\$250,000,000	\$259,000.00	\$0.00		\$250,000,00	100%	20.00	\$12,500,00	9,619%	\$24,925,00	\$1,246.25	90.03%	\$225,075.00	\$11.253.75
2	2. ATTORNEY FEE	1	ຸກ	00'000'565	595,000,000	S95,000.00	50.00		00/000/\$65	100%	20.00	54,730.00	9.97%	05"H.1"85	\$473.58	90.03%	\$45,528,50	34.276.43
ъ,	3. GENERAL COMDITIONS	-	15	\$21,457.44	\$21,457,44	\$21,457.44	50,00		\$21,457.44	100%	50,05	51,072.87	%26.6	S2,139.31	\$106.97	90.03%6	\$19,318,13	\$965,91
4	4. PERFORMANCE BOND	1	15	580,494.50	S40,494.50	SS0,494.50			05'76P'085	99001	20.02	54,024.73	9:67%	\$3,0,530	\$401.27	90,03%	\$72,469.30	\$3,623,46
ιń	5. LAYOUT/ASBUILTS	1	15	\$48,391.25	\$10,391,25	541,391,255	\$0.00		S48,391,25	100%	00.02	\$2,419,56	9'6'6'6	S4836.61	\$2,423	90.03%	\$43,566.64	\$2,178.33
ė	SWWWP	ĩ	57	\$10,003.75	\$10,001.75	\$10,001.75	90,00		\$10,003,75	100%	80.00	\$\$00.19	3/41.6	FE. THOR	L8:69S	%E0'06	2E'900'6S	\$450.32
7.	7. SRITFENCE	1	5	\$38,538,08	\$38.618.08	\$38,618.08			807819/365	100%	00.02	05.000,18	9.97%	\$3,850.22	\$192.51	90.03%	\$34,767,86	\$1.738.39
ŝ	THEE PROTECTION	1	51	\$19,718.90	06'811.61\$	\$19,718.90	89.00		519,748.90	1003	60.02	50,2362	4.97%	SI,966.97	001965	90.03%	\$17,752.93	\$887,65
oi	9. CONSTRUCTION ENTRY	2	EA	\$12,461.65	\$24,923.30	\$24,923,30	50.90		\$24,923.30	100%	80.05	\$1,246.17	*46'6	\$2,484.85	\$124.24	90'0395	SP.438.45	\$1,121.92
10.	10. CLEAR STREWILD DAKS	1	S	\$52,000.00	\$52,000.00	\$52,000,00	50'00		\$52,000.00	%001	80.08	\$2,409.00	9'64.6'6	\$5,184,40	\$259.22	90.03%	\$46,815,60	\$2,340.78
11.	11. DEMO STRUCTURES -WYLD DAKS	1	S	\$34,500.00	\$34,500.00	\$34,500.00	\$9,00		\$34,500,00	190%	20100	\$1,725.00	9:414%	\$3,439,65	SI 71.98	30,03%	SC:040.1CS	S1.553.02
12.	12. DEMO PAVEMENT	3655	SV	55.92	\$21,655.36	\$21,435.36	. 59,00		\$21,655,36	100%	80.05	\$1,082.77	9'64,6'6	\$2,159.04	\$107.95	90.03%	\$19,496,32	\$974,82
13.	13. DEMO CONCRETE	960	SV	\$9.56	\$9,177.60	\$9,177.60	50,60		09'11'65	100%	90.00	5456.88	964576	5915.01	\$45.75	350.09	S8,262,59	\$413.13
14.	14. MASS GRADE	1273657	2	\$2.42	\$3,012,249.94	00,004,070,02	50.00		\$3,079,408.00	100%	\$2,441.94	08.049.0212	\$27%	\$307,056.86	\$15,352,84	1460.06	52, 772, 751, 14	\$138,637,56
15.	15. DEMO GOLDEN GEM PROPERTY	1	ຽ	\$55,333.23	\$55,333,23	S55,333.23	50.00		\$55,333,23	100%	\$0.00	\$2,766.66	\$616.6	S5.16.72	\$275.84	90,03%	\$49,816,51	\$2,490.83
16.	16. DOUBLE SUT FENCE FOR STOCK PILE AREA	3800	5	\$4,35	\$16,530.00	20.00			50.00	%D	S16,510,00	30.00	9.97%	50.00	00.02	%ED/05	S0.00	\$0.00
17.	17. HYDRO SEED STOCK PILE AREA	57000	SY	\$1.00	\$57,000.00	50.00	\$51,000.00		\$51,000.00	89%	56,000.00	S2, 550, 001	9.97%	\$5,084.70	\$254,24	50,03%	\$45,915.30	S2,295.77
18.	18. OVEN EXCAVATE SOILS AREAS 5' IN DEPTH	47682	5	\$5.52	\$263,204.64	\$263,204,64	50.00		\$263,204.64	100%	20.09	12.081,012	9.97%	\$26,241.50	51, 312.08	90.03%	\$236,963.14	\$11,848,16
19.	GRADE SITE	1	รา	\$42,707.00	\$42,707.00	S42,707.00	\$0.00		102,707,001	100%	\$21,000	52,135,35	9.97%	\$4,257.89	\$212.89	90.03%	538,449.11	S1.922.46
20	20 EROSION BLANKET	1	ຽ	\$25,851.20	\$25,851.20	S25.851.20	30.00		\$25,851.20	100%	\$3.00	\$1,292.56	9.97%	S2.577.36	\$128.87	90.03%	\$23,273,84	\$1.163.69
21.	21. WELL ABONDONMENT - WYLD/GOLDEN GEM	4	EA	\$9,700.00	\$38,800,00		S0.00		\$38,800.00	%001	00/05	51.940.00	9.97%	\$1,868.36	\$193.42	90.03%	\$34,931.64	S1.746.58
23	22. CLEAR STR/GOLDEN GEM	1	ຽ	\$51,000.00	\$51,000,00	\$51,000.00	50.00		\$51,000.00	100%	50.00	\$2,550,00	9.97%	\$5,084.70	AC.N228	90.03%	\$45,915,30	\$2,295.77
23.	23. SOD PONDS	67270	72	54.81	\$323,568.70	\$323,568.70	50.00		\$323,568.70	100%	\$0.00	\$16,178,44	9.97%	\$32,259,40	\$1,612.99	90.03%	\$291,108,90	\$14,565.45
24.	24. POND LINER 30 MILL	20645	SF	\$3.57	\$73,702.65	\$73,702.65	\$0.00		\$73,702,65	100%	80.00	\$3,685.13	9.97%	\$7,348.15	\$367.41	90.03%	\$66,354,50	\$3.317.72
25.	25. HYDRO SEED BOTTOM OF PONDS	72900	λS	\$1.00	\$72,900.00	\$72,900.00	\$0.00		S72,900,00	100%	50,00	\$3,645,00	9.97%	\$7,268,13	\$363.41	90.03%	\$65,631.87	\$3,281.59
26.	26. DEWATERING	1	ง	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	S1,500.00	9.97%	\$2,991.00	\$149.55	90.03%	\$27,009.00	\$1,150.45
27.	27. SEED/MULCH	-	ຽ	S354,813.60	\$354,813.60	\$163.400.00	\$34,000.00		\$197.400.00	56%	\$157,413.60	59,870,00	9.97%	\$19.680.78	\$984.04	90.03%	\$177.719.22	58,885.96
28.	28. 60" HDPE	1414	5	\$274.81	\$368,581,34	\$388,581,34	\$0.00	\$0.00	\$389,581,34	100%	20.00	519,429,07	100%	S348,581,34	\$19,429.07	0.00%	80.00	\$0.00

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Ū	CONTINUATION SHEET						ALA DOCL	AIA DOCUMENT G703				Angel Street Street						
AIA Com	AIA Excurrent GTO2, APPL/CATRON AND CERCENFICATION POR PAYMENT, consulting Contractor's signed certification is attached.	R PAYMENT.	containtieg						APPLICATION NO: APPLICATION DATE: 000 100 100	TION NO:	2/20/2025							
Use	Use Column I on Contracts where variable retainage for line items may apply	the apply of						ARCHI	ARCHITECTS PROJECT NO.	CT NO:	230312912							
<	5			5		9	84	"	5		1	-	1	×	-2			
				SCHEIM & EIL		WORK COMPLETER	METRI	MATTERUS PORCONTE V	TOTAIL FTED	1	BAL ANCID	BETABLACE		COD Dickies			ROWING (Supplier)	
NO.	A DASCRIPTION OF WORK			VALUE		APPLICATION	CIÓREM STRA	CERNOLS	GERBOLLS GIVE	(0+0)	TO FINISH	Calculated at 5%	% Eligible Hea	Stored To Date	Total CDAD Retainings	% Eligible For	Stored To Date	Youal KITVED
_		Quantity	Cerit	Price	Total	(8+8)		DOR E)	(D+E+I)		(C-C)		Physical By CDD	Elegiole For Paymon		KPVRD	FLIPPED FOR PRIMITIES	weatings (# 37a
53	29. CONTROL STRUCTURE	1	Ŋ	\$7,331.82	57.331.82	\$7,331,82	\$0,02	50.00	57,331.82	100%	\$0.00	S366.59	\$08%	\$2,331.62	\$366.59	%0070	\$0.00	\$0.00
8	30. MANHOLE	8	ß	S8,144.54	S65,156.32	\$65,156.32	S0.00	\$0,00	S65,136.32	100%	80.05	\$3,257.82	100%	\$65,156.32	\$3,257.82	0.00%6	\$0.00	\$0.00
31	31. BUBBLE UP	m	EA	\$6,067.44	26.202.812	518,302.32	\$0.00		\$18,202.32	100%	\$0.00	\$910.12	100%	\$18,202.32	\$910.12	950070	\$0.00	\$0.00
R	32. BOX CULVENT	617	3	51,517.89	SEF3.138.13	5813,138,13	50°00	50.00	\$813,138,63	100%	00/05	540,656.91	100%	\$813,136.13	S40.656.91	0,00%	\$0.00	\$0.00
8	33. Lamp Lines		ป	\$34,017.00	\$34,012,00	\$34,017.00	\$0.00		\$34,017.00	100%	20.00	\$1,700.85	100%	\$34,017,00	S1.700.85	0.00%	S0.00	\$0.00
	Change Orders																	
+	 CO#1 Builder Risk Insurance 	-	rs	\$ 69,787.00	509,787,005	\$69,787.00	\$0.00		\$69,787.00	100%	80.00	\$1,489.35	9,97%	\$6.951.76	\$347.89	90.03%	S62,829.24	\$3,141.46
	CO#2 Revelsion 8 & 9																	
÷	Added Pond Liner to Sheets C-309 and C-310	38760	35	\$3.57	\$138,373,20	\$138,373.20	\$0.00		\$138,373.20	1:00%	00.05	56,918.66	9.97%	\$13,795,81	\$689.79	20.03%	\$124,577,39	\$6,228.87
c,i	Madison Mass Grading Adjusted - Sheets (C-304, 305, 306)	14634	S	\$2.42	535,414.20	\$35,414,25	50.00		\$35,414.28	100%	00.05	12,0770,71	9,9796	\$3,530,80	\$176.54	90,0354	\$31,583,48	51.594.17
e	Madison New Layout and As-Built	7	23	\$4,100.00	10,000,00	\$4,100.00	20.00		\$4,100.00	\$003	80.05	\$205,00	9.97%	S408.77	\$20.44	90.03%	\$3,691,23	S184.56
4	Mass Grading North/West Sheet C-301 Adjustments	58947	Q	\$2.42	S142,651.74	\$142,651.74	\$0.00		\$142.651.74	\$00%	00.02	\$1,132.59	9.97%	\$14,222.38	\$711.12	%10.09	31,28,429,36	56.421.47
eri	New Layout and As-Bullts for C-301	-	ຊ	56,800.00	\$4,800.00	\$6,800.00	S0.00		\$6,800.00	100%	60.05	5140,00F	9.97%	S677.96	\$33.90	30.03%	S6,122.04	\$306.10
			Ţ															
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-	SIBTOTAL,				\$6,917,154,29	\$6,649,768.75	SR5.000.00	\$0.00	\$6.734.768.75	9526	S182,185.54	S136,714,44		\$1,865,6.14.61	\$0132.03		\$4,869,130.14	\$243,456,51
	GRAND TOTALS				\$6,917,154.29	S6,649,768.75	\$85,000.00	\$0.00	S0.00 S6,734,768,75		\$181,345,54	\$336,738,44		\$1,865,638.61	56.182.162		\$4,869,130.14	\$243,456.51

Chile. Usera 3703-1002

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of <u>80,750.00</u>, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through <u>03/25/2025</u> to <u>Double B Development and Kelly Park VB Development, LLC</u> on the job of <u>Wyld Oaks Mass Grading Improvements</u> to the following property:

<u>S of Kelly Park Rd & Effie Dr.</u> <u>3620 W Kelly Park Rd.</u> <u>Apopka, FL 32712, Orange County (description of property)</u>

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

DATED on <u>April 14, 2025</u>.

	RCS Construction Company, Inc.
Addre	ss 295 E SR 50, Suite 1,
	Clermont, FL 34711
	0 1 1 0
By:	KED KA BOAL
Dariant N	Vando Iddu Daga

Its: Vice President

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this <u>14th</u> day of <u>April</u>, 20<u>25</u>, by, as of said company, who has presented as identification or is <u>personally known to</u> <u>me</u>.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026

Signature of Notary Public (Seal) Lautrie

Victoria E Lauteria Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

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STATE OF FLORIDA COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared <u>lody Bass</u>, who being by me first duly sworn, deposes and says:

- 1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
- 2. Affiant is the Owner of <u>RCS Construction Company, Inc.</u>, a North Dakota Corporation company (hereinafter the "Contractor")
- 3. Contractor and <u>Kelly Park VB Development, LLC</u> (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated <u>December 4, 2023</u> (hereinafter the "contract").
- 4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
- 5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
- 6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
- Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through <u>03/25/2025</u>.
- 8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

	<u>Name of Lienor</u> Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1.	Florida Design Consultants	\$1,827.18
2.	Krane Development, Inc. dba ADS Services, Inc.	\$0.00
3.	Mid Florida Materials Co.	\$0.00
4.	Sunbelt Rentals, Inc.	\$0.00

FURTHER AFFIANT SAYETH NOT.



Sworn to and subscribed before me this <u>14th</u> day of <u>April</u>,2025, by <u>Jody Bass</u>, who (check one): [X] is personally known to me, [] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit: Affiant did take an oath.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026

210 C . Print Name: Victoria E Lauteria

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JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company a Bv: Name: Jody/Ba Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 42
- (B) Name of Payee: RCS Construction Co. Inc.
- (C) Amount Payable: \$295,032.19

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

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

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

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Ummeden

Consulting Engineer

Kevin M Roberson Kimley-Horn and Associates, Inc



DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks-Infrastructure Application #10

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Developer's Representative certifies to the Owner that to the best of the Developer's Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

DEVE	LOPER'S REPRESENTATIVE:	
By:	ang	Date: 04/10//25
Name:	Timothy R. Dennard	
Title:`	President	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ALA DOCUMENT G703

APPLICATION NO APPLICATION NO Colspan="6" TEXENDANCE SIGNOL TO 323/2025 FERIOD TO 323/2025 Colspan="6" NO NO NO NO NO NO NO NO NO	a	CONTINUATION SHEET					VIV	ALA DOCUMENT G703	T G703				Page 2 of 5 Pages									
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Montantion, Montant	1.2		Chunadity	Ĺ		1+0	-	2	-	_	_	-	-		_		Reteiner (il 9%	BYCDO	Likelike For Payment	Retrietage (0 5%	To De Paid By Kevisto	Incines (1.5%
Montunitation 1 1 2 <th2< th=""> 2 2 <t< td=""><td></td><td>General Conditions, Mohlinsion, Survy</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>+</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<></th2<>		General Conditions, Mohlinsion, Survy									+											
Genetaccombiolity 1 1 5 540.0 511.36.00 517.36.00	1						00.02		-		leo's	\$0.00	\$687.50	Yer	17,00%	\$1,317.50	5116.43	83.00%	\$11,412,99	\$570.63	00/05	5m.00
PERFORMANCE COLON I	evi	GENERAL CONDITIONS	*	US \$221,23				12	-		100%	30,00	511,942.50	Ya	17 00%	\$37,612.96	E0.048,32	83,007%	\$181,637.50	59,181,68	343-049	56.00
MANOUM/AGAULTS I I Signatura	100		50	LS \$103,71			00/05.			00/05/1015	1001	50.00	\$5,187.50	Yes	17.00%	\$17,477.50	San 1.45	1,00%	\$86,112.50	54,305.63	50.00	10,00
STATIVAL State	۲	LAYOUT/ASBUILTS	I	15 596,51				¥5,900.00		001454-065	3445	\$1,998.75	\$4.530 th	Yes	17.00%	\$15 348 40	\$769.42	Bitters.	\$75,131,60	51,746,58	100 005	00'05
E E Space Space<	^{vi}	SWWWP	1	21, 528,75				00'002'15		\$27,400.00	146	31,358.00	\$5,370.00	Yes	2007-01	54,638,00	1232.94	3/00/E1	\$22,742.00	\$1,137,10	00'05	00.02
TECTOR 2 80 1 5.4.3 5 (1/1 6.0) 5 (1/2 6.	10						190.54			\$19,490.54	100%	\$0.D0	15 916 15	You	17.00%	34,713,40	5335.67	13.00%	\$12,777.18	51A38.86	10,00	10,00
OTION DTITY 2 61 51,54/7.1 51,54/7.1 51,54/7.1 51,54/7.1 51,100 17,005 51,210.2 7 1 17,056 51,210.2	Ľ	_	_				06'91.			06 114 645	100%	\$0.00	\$985.95	Ya	17.00%	12.00.52	\$167.61	A).00%	\$16,766.69	\$410.01	80.02	00103
00000 1 071 0 52.44 99.46.44.51 69.46.44.51 69.46.47.51 69.46.75 69.47.51 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>00.00</td> <td>\$550.00</td> <td></td> <td>524,659.00</td> <td>17%</td> <td>5644.56</td> <td>55,232.50</td> <td>Yei</td> <td>17,00%</td> <td>54,150,30</td> <td>\$309.53</td> <td>13,00%</td> <td>\$20,459,50</td> <td>\$1,022.98</td> <td>59.00</td> <td>50.00</td>							00.00	\$550.00		524,659.00	17%	5644.56	55,232.50	Yei	17,00%	54,150,30	\$309.53	13,00%	\$20,459,50	\$1,022.98	59.00	50.00
V GROBMIG 15 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ai		31971	Ś			Star St			12.05.05.01	100%	\$0.00	54,491,93	Yes	17.00%	\$15,272,55	\$763.63	2400/01	\$74,565.96	\$3,728,30	00'05	30.00
Mode Statistical Statical Statical Static	10		1					\$2,600.00		595,600.00	9826	\$1,582.04	54,780.00	You	17,00%	\$16,252.00	SB12.60	\$3,00%	579, 748,00	21,967.40	20.00	\$0.00
Multi 13 6 5 5 7 7 5 7 <td>11</td> <td>SOO BEHIND CURB</td> <td>10613</td> <td>SY</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>90.64</td> <td>12</td> <td>\$14,161.97</td> <td>50.00</td> <td>Ya</td> <td>17 00%</td> <td>00.92</td> <td>\$0.08</td> <td>N00.EN</td> <td>20:05</td> <td>50,00</td> <td>S0.00</td> <td>50.00</td>	11	SOO BEHIND CURB	10613	SY						90.64	12	\$14,161.97	50.00	Ya	17 00%	00.92	\$0.08	N00.EN	20:05	50,00	S0.00	50.00
WAVE 1 0 0 514/75 0 514/75 0 514/75 0 11/15 <t< td=""><td>12</td><td></td><td>5244</td><td></td><td></td><td></td><td></td><td>58,255.68</td><td></td><td>\$370,855,68</td><td>100%</td><td>\$0.00</td><td>518,542.78</td><td>Ya</td><td>17,00%</td><td>\$63,045.47</td><td>53,152.27</td><td>\$3,00%</td><td>\$307,810,21</td><td>15,996,211</td><td>\$0.00</td><td>S0.00</td></t<>	12		5244					58,255.68		\$370,855,68	100%	\$0.00	518,542.78	Ya	17,00%	\$63,045.47	53,152.27	\$3,00%	\$307,810,21	15,996,211	\$0.00	S0.00
	15		34					51.926.50		S78.676.50	100%	S0.00	\$5,91183	Ya	17.00%	10.574.612	\$668.75	E3.00%	545, 301,50	53,268.07	00'05	007.05
MAN MAN S0.1 S12.45.13 S12.44.13 S12.45.13 S12.45.13	44	12"K10" WET TAP	2				00'00			\$20,100,000	61%	512/032.36	3100500	Ye	17,00%	\$3,417,00	\$870.85	83.00%	514,683.00	SEMERS	100.00	00.00
ALVE D E Statushed	15	6" FORCE MAIN					184.24		-		190%	50.00	53,624.21	Ya.	17.00%	\$5,522.12	5276.12	13.00%	26196,925	51,148.20	\$0.00	00°.UE
MAM 2 1	16	S" PLUG VALVE	12				62.04				100%	\$0.00	52,043,00	Yes	\$7,00%	\$7,966.53	5394.33	R3.00%	S18,895.49	51,944,77	20705	50.00
MAURE 1 16 37.366.44 \$2.366.34 \$2.36.34 \$2.36.34 \$100% \$3.0.21 \$100% \$3.0.21 AMPITTINGS 1 1 1 16 17.376.34 \$1.0004 \$3.0.21 \$1.0004 \$3.0.21 AMPITTINGS 1 1 1 1 1.3.774.31 \$4.0004 \$1.0004	Ŧ	A" FORCE MAIN					123.40				100%	\$0.00	\$36.17	Yes	17,00%	\$122.98	56.15	83.00%	\$600.42	20.022	\$0.00	00.02
All FitTendes 1 5 313,444-55 317,434-50 377,020 375,450 375,451 313,456,451 313,451,451	16	4" PLUG VALVE	1	EA \$2,364			100 34				100%	\$0.00	\$118.32	Yes	12.00%	102095	11.025	2008.03	\$1,964.06	S98.20	\$0.03	50,00
1 15 \$11,278,35 \$1,2378,35 \$1,54,00 \$1,84,00 \$55 \$1,171,35 \$1,740,55	12	FONCE MAJIN FITTINGS	-	15 578.38			152.00	100.0012		\$77 AS2.00	25%	\$732.45	53,872.60	Yes	17.00%	\$13,166,84	N.SE.34	K0.607s	564,285,265	3521426	10,00	50.00
293 If 560,268 54,416.68 15,446.05 100% 50,246.17 11,00% 57,552.8 100 I I I I 10,00 12,164.00	20	restind	1					\$1,400,00		S10,400,00	\$158	ST NTR 12	\$520.00	Ya	17.00%	11,768,00	588.40	83.00%	14,632.00	\$431.60	20.00	20.00
1279 (f) 511.00 54.42.00 51.64.00 51.64.0 52.64.00 51.64.0 52.64.00 51.64.0 52.64.00 51.64.0 52.64.00 51.64.0 52.64.00 51.64.0 52.64.00 51.64.00 <td>5</td> <td>. 18" HDPE</td> <td>931</td> <td></td> <td></td> <td></td> <td></td> <td>11 114 68</td> <td></td> <td>-</td> <td>1 DIVIC</td> <td>50.08</td> <td>\$2,340.53</td> <td>Ya</td> <td>17.00%</td> <td>\$1,957 k 2</td> <td>1397.49</td> <td>1000.02</td> <td>538,852,86</td> <td>\$1,942.64</td> <td>50.00</td> <td>50,001</td>	5	. 18" HDPE	931					11 114 68		-	1 DIVIC	50.08	\$2,340.53	Ya	17.00%	\$1,957 k 2	1397.49	1000.02	538,852,86	\$1,942.64	50.00	50,001
106 IF \$246,36 \$53,013,50 \$1,216,36 \$33,013,45 \$1,216,36 \$34,013,45 \$1,203,45 \$1,216,36<	22	. 24" HDPE	1279	UF -				12,164.30		06.2.9C M22	10036	\$0.08	54,713,12	č,	17.00%	516,024,59	(17108S	%00°EX	17.722, 172	\$3,112,53	20.00	50,00
043 15 5370.14 5231,201.64 5231,201.64 5231,201.64 5231,201.65 100% 90.00 511.61.51 Yes 17.00% 573,601.20 1 0F 16 16 5400.14 5232,50100 31,124.05 5255,514.64 52555,514.64 52555,514.64 5255,514	23	42" HDPE						51,918.56		\$26,101.56	200%	100.00	\$1,105.18	Ya	17,500%	\$4,437,61	\$221.55	\$3.00%	\$21,665.93	\$1,083,30	20.00	50.00
Mad2 UF \$1000.14 \$1,354.05 \$1,354.05 \$1,354.05 \$1,354.05 \$1000 \$1600 </td <td>24</td> <td>48" HDPE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,140.56</td> <td></td> <td>\$221,230.56</td> <td>100%</td> <td>\$0.00</td> <td>\$11,041.53</td> <td>Yes</td> <td>\$7,00%</td> <td>82.40V/LE1</td> <td>\$1,830.46</td> <td>%GOD'E\$</td> <td>\$183,621.36</td> <td>\$9,151.07</td> <td>\$0.00</td> <td>00'05</td>	24	48" HDPE						\$2,140.56		\$221,230.56	100%	\$0.00	\$11,041.53	Yes	\$7,00%	82.40V/LE1	\$1,830.46	%GOD'E\$	\$183,621.36	\$9,151.07	\$0.00	00'05
64 UF 5480.031 530,773.12 530,773.12 530,773.12 530,773.12 100% 51,231,246 YG 172,029% 53,231,41	25	34°/40" HDPE						124.63		1526,524,68	100%	00'74	SMUM2	Yet	11 00%	02.202.208	54,475.46	M4001E#	\$417.015.48	\$21.150.77	N0.00	10.00
	2	60" HDPE	64				73.12			\$30,773,12	200%	10.00	\$1,538.66	Yes	17,00%	15,231.41	15,1822	13.00%	524,541,69	MU/22213	50.00	50.00
UF 5114 W NUMBER 257 0 21.002.12 1 21.002.12 1 21.002.12 100% 20.001 51.01411 Yes 1 17.005 1 27.147.061	2	36° HDPE	1394	5				\$1,202.12		\$160.32.12	100%	\$0,06	114.014.01	Ya	17.00%	12724736	SI.1624	#3.00%s	5131034 86	16.533.71	00115	90.00

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		Quantity	Unit	Total	(D+B)			_		_	-	-	6		Elighte For Poyment Ry Codence	Muthelitzige (P: 5%)	B ₇ CDD	Eligible For Payment Ity COD	Reviewge (r) 2%	_	Austinege (d' 5%
28. 72" 809	" ROP	1381	LF 5747.54	\$1,032,352	14 \$1,029,550.00	00 323	74		\$1,032,352,74	100%	20,02	51,617,64	Yos	17.00%	\$175,499.97	\$8,775.00	2400/08	\$156,852.77	\$42.842.64	20.00	20.00
20. TVP	TYPE "P" MANHOLE	4	EA \$15,330.51	151 361,322.12	12 \$57,406,00	L	53,922.12		\$61.112.12	100%	20,02	1130003	Yox	17,00%	116.424.76	\$521.24	23.000 EB	\$50,107,36	52,544.87	\$0.00	\$0.00
31. TWP	TYPE P-5 WITH "J" BOTTOMS	11	EA \$12,400.76		00'000 1213 300'00		\$02.86	-	\$136.402.86	100%	\$0.00	\$6,820.14	Yor	17.00%	\$23,188,49	\$1,859.42	\$3.00%	5113,214,37	\$1,660.72	\$0.00	50,00
32. 77	32. TYPE P-S MRETS	25	EA 56,492.81		00 3157,200.00	15.	22.00	-		100%	S0.00	38,116.30	Yes	11.00%	\$27 594.74	PL 64E 15	20000	S134,727,26	14.7.16.36	20.00	\$0.00
33. TWP	TYPE P-6 WITH "J" BOTTOMS	80	EA \$14,544.13	11 2118,751.04	04 S112,650.00		103.04	54	S118,753.04	100%	00.02	\$5,917.63	Ya	17.00%	\$20,188,02	10,220,12	3200768	594,565.02	\$4,928,25	10/01	90.00
34. TYP	TYPE P-6 INLETS	4	EA 57,220.65	65 378,882.60	60 524,126.00		\$4,742,60		128,112,60	100%	20.00	51,444.13	Yes	17.00%	54,910.04	1245.50	\$1.00%	\$23,972.56	\$1,198.63	S0.00	007.0%
35. TWP	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	-	EA \$33,164.59	533,164.99	59 \$27,800,80		34,4.59	0	133,164,59	100%	\$0.00	\$1,658.23	Yos	17,00%	\$5.437.9tt	S281.96	\$1.00%	\$27,526,61	51,176,11	\$0.00	\$0.00
36. 80	BOX CURVERT SYLLD'	280	10 \$1,319.01	01 \$ 349 S44 B0	5369,546,30			~	5369,546,80	100%	\$0,00	\$18,477,342	Yes	17,00%	542,822,96	\$1,141.15	\$2,00%	\$344,723.84	\$15,136,19	10,00	\$0.00
37, TVI	TV UNES	~	115 \$21,524.38	331,324.30	00'00#/6S Its	512	000.000		526,M00:00	14%	14,924,38	00000715	Ya	17,00%	\$4,522.00	\$226.10	83.00%	\$22,078,00	SI 103 90	\$0,00	\$0.00
38. 8° C-900	C-900	487	LF 550.94	4 S24,807.78		52	307.78		\$24,807.78	100%	\$0.00	1240.39	Yes	17.00%	14,217,32	\$210.87	83.00%	\$20,590.46	S1.029.52	\$0,00	20.00
30, 16"	16" DtP	2,581	1L	BL 873,803 BL	M \$331,926.00		\$6,649.58	~	\$378,575,BFE2	100%	20.00	316,928.78	Yes	17,00%	\$57,537,85	\$1,877,85	83.00%	\$281,017.73	68'020'815	\$0.00	\$0.00
40, 12"	12" C-900	2,752	LF 547.96	5 \$242,065,92	92 5235,460,00		\$4,605.92	5	\$242,045.92	200%	\$0.00	\$12,103.30	Yes	17.00%	\$41,151,21	12,057 x	83,00%	\$280,914.71	\$10,045.74	10.00	30.00
45. 6"0	6" C-900	816	LF \$37.07	21 242 49 12	12 5.24.960.00		269.12		\$1,249.12	100%	\$0.00	\$1.512.46	Yes	17.0014	\$5,142,35	\$257.32	\$3.00%	\$25,106.77	31,255.34	50.00	\$0.60
42. 12"	12" GATE VALVE	13	EA \$4,796.83	85 562,339.05					\$0,159,05	100%	\$0.00	\$3,417.95	Ya	17,00%	\$10,692,046	\$330.052	23,00%	\$51,758.01	\$2,587.90	00.05	\$0.00
43. 6"	43. G" GATE VALVE	13	EA \$1,901.51			\$3.6	546,15			LOCUS.	90,00	11,237,31	Ya	17,00%	54,206,85.	\$210.14	\$3.00%	\$20,439,30	\$1,026.97	00'05	50.00
44. 16"	16" GATE VALVE	78	EA 58,950.47	4/ 3161.108.46			\$4,608,46	Ĩ	\$161.108.46	1004	50,00	51,055.42	Ya	17,00%	\$27,388.44	\$1,369.42	200758	\$131,720.02	\$4,686.00	50.00	\$0.00
	S" GATE VALVE	27	EA 52.648.89				11 31023			iours.	20,00	\$2.251.56	Ya	17,00%	\$7,455.19	S382.76	\$3,00%	537.374.84	\$1,848,79	00'85	10.00
46. REL	RELOCATE FHA	1	EA \$3,474.50		L				50.00	×0	\$3,474,50	20,00	Ya	17,00%	00705	\$0.00	83,00%	00.112	20,02	00'05	10,00
47. FUN	FIRE HYDRAMT ASSEMBLY	36	EA \$6239.51	5	18 S107.350.00	14.5	11,961.11	5	S112 113.44	%001	50.00	\$5.615.96	Yes	17.00%	\$19,642,90	\$954.65	1444168	593,218,28	\$4,660.91	58/80	50,00
48. ANV	~	1	EA 57,426.58	51,426,58	58 \$0.00	57.4	\$5.55		\$7,426.58	\$6031	\$6.00	\$371.33	Yes	17.00%	51,262,52	\$63.13	1600.61	34,164.06	SNUR.20	00'05	20.00
	16"X12" WET TAP	-1	EA \$15,160.56	156 315,160.96	96 115 160.96				\$15,160,96	100%	50,00	\$758.05	Yer	11,00%	41.177.34	CENTRAL	\$400.51	\$17 ×13.60	117-62-15	50.00	\$0.0h
	16"X16" WET TAP	*	EA \$31,555.01	10555525 10	10/255 215 10	10			\$33,555.01	1001	(00.05	\$1,677.75	Yes	17,00%	55,704.15	115425	83.00%	\$27,150.66	\$1,392.53	00'0\$	00115
51. 14"	14"DIRECTIONAL DRUL	8	IVELUS 31	511,872,80	00/002/112 00/00	52.0	572.80		113 872.80	95008	90/05	\$693.64	Ya	17,00%	22,354,12	\$117.91	\$3.00%	511.14.42	\$575.72	\$0:00	\$0.00
52. JUN	JAMAPER	2	EA \$2,787.30	30 55,574,60	60 S1,500,80		54,074,60		_	4	10,00	\$7.873	Ya	17,00%	\$9°2445	NC.742	\$3.00%	S4,624,92	\$231.35	00.02	201.00
53. RES	53. RESTORATION/MOT FOR OFFSITE WORK	-	15.595,585 21	31 533,9221	21 54,500,00		\$3,400.00		_	_	\$21,492.21	13995.001	Yes	17 00%	\$2,033,00	\$1.1012	\$3.00%	\$9,877.00	\$493.45	\$0.00	80.00
	WATER FITTING			1.75 5122.071.75	75 \$16,500.00		\$5,971.75	-	_	_	\$0,00	10,121,02	Yea	17 00%	\$20.420.20	\$1,041.01	200%	\$101,651 55	\$5,082.M	20.00	00.02
55. TES	TESTUMG	-	5		4		\$5,800.00		4	4	53 975,00	5475.00	e,	17,00%	\$1,415.00	52'045	83.00%	17,885,00	\$244.25	\$0.09	100'05
50. 8- 9	ar neuse	26E'S		1 \$264,801.12	-		\$4,221.12	1	S264,801,12	Fechs	00705	90.045,018	Ya	\$100%	\$45,016,19	\$2,250.01	BAMPLE BAMPLE	1219,784.91	110,969,25	80.02	\$0.00
57. 8"0	8" GATE VALVE	17	EA \$2,738.50	SP 5493 85	50 541,500.09		SS/04.40		_	Tech.	00'05	\$2,327,75	Ya	17,00%	17,414,27	1395.71	83.00%	138,640,24	\$1,932.03	10.09	\$0,00
58. 4"1	58. 4" REUSE C-900	2005		-		4	\$2,695,30		-	1001	20,00	17,14942	Ya	17,00%	13,474,52	\$153.81	\$100%	\$15,019,10	\$6.02.13	10 00	\$0.00
	4° GATE VALVE	14		78 \$32,140.92	92 \$27,200.00	122	26,044		4	1-00-P	\$0.00	\$1,607,05	Yes	12,00%	11,463.96	S273.26	\$3.00%	\$26,676,96	\$1,333,85	00'05	\$0,00
60. 30	30"X3" WET TAP	2	-	97 524,475,94	011 OT 10 110	00				_	\$18.075.94	\$320.00	Ya	1700.01	53,048,00	554,40	83.00%	\$5,112.60	S265.40	00'05	\$0.06
61. 10*	10" DRECTIONAL DREL	08	U \$236.25	25 510,960,000	00 52400.00	00			\$2,460.00	225	JR 500.00	\$120.00	Ya	17,00%	\$408,00	\$20.46	\$3,00%	\$1,992.00	\$99.66\$	\$0:00	\$0.00
62. NEU	RELISE PUBAPER	2	EA 52,737.14	AL 15,474.28	34,600.00	31	14.26		\$5,474,3%	100%	50.00	11/122	Ya	7,00%	1940165	546.53	83.00%	56,43,65	\$1.7222	00.00	\$0.00
63. REU	REUSE FITTINGS	-	15 541,221,63	41 541,221,413	11 11/2000		54,300,000		\$79,560.00	96%	51,721,83	51,975,00	Ya	17,60%	54,715,00	\$135.75	ACRUEX	\$32,785.00	\$1,439.25	\$0.00	00'0%
GA. REU	REUSE TESTING	1	16.027,92 2J		16 15 100.00		00700015		58,300.00	\$2%	10,054,00	\$415.00	Yes	17,00%	51,411.00	570.55	\$3,00%	56,004.00	1344.45	00'05	90.00
00, TYP	66. TYPE "O" CURB	2,467	UF \$21.25	531,598,75			00.00		\$16,200.00	51%	\$15,398,25	5810.00	Yes	17.00%	\$2,754.00	\$137.76	13,00%	\$13,446.00	\$672.36	00'05	50.00
60. TYP	66. TYPE "F" CURB	17,785	51			L	545,000.00	-		14.5	\$16,392.05	\$24,195.00	Yes	17.00%	\$83,263.00	\$4,113.15	83,00%	\$401,A37,00	\$20,081,85	00.02	50.00
67. 10'	10' CONCRETE SIDEWALK	3,647	LF 561.44	4 \$224,071.68	00°05 W	00			\$0,00	0% 52	1224.071.64	20.00	Yes	17.00%	00705	50.00	83,00%	\$0.00	\$0.00	00.02	\$0,610
08, 10'	10' HCR	11	EA \$2,750.00		00.02	00			20.00	5	530,250,000	50.00	You	P1,00%	\$0.00	\$0.06	\$3.00%	50.00	00'05	20.00	\$0.00
60. S'S	5' SIDEWALK	6,562	LF \$29.94	町109P13615 P		\$0.00			\$0.00	0% \$1	\$196,466,25	\$0.00	You	E7.00%	\$0.00	50.06	83.00%	\$0.00	50.00	\$0.00	80.08
70. S'MCR	Vice	34	EA \$1,481,25			00			\$0.00	-	\$20,737,50	50.00	Ya	17,00%	90.02	38,00	\$3.00%	10 00	00'01	\$0.00	\$0.00
71. 12"	12" STABALZATION	25,301 SY		51120,701.42			54,400.00	2			\$4,331.42	\$6,640,00	Yes	17.00%	\$22,576.00	51,626,60	\$3,00%	\$110,224.00	007114555	\$0.00	20,00
72. 2"	72. 1" SP 12.5 157 LBT	21,349 SY	IN START	1 523425443	VI S181,000,00	00	-	-	S1B1,000.00	61% 31	6974281115	9005045	Ya	17.00%	90,077,061	\$1,538,50	83,00%	S150.220.00	\$7.111.50	00.02	\$0.00

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AAN DOCQUARTE GTES : DOMTRAJATION SHEET FOR QUO - 1992 EDITION - AAN - 013002 DHE AANE BECAM MAGTITUTIF GHE AMOUNTED 5, 375 MENH YORM, AVENUE, M.M. MASHMUD (DA, D.C., 20050

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NO. DESCRIPTION OF WORK	Committy	Unit Price	Tel.	APPLICATION (D + E)	CHOINING STREET	STORED CNOT IN	AND STORED TO DATE	(0+0)	TO FINISH (CQ)	OF VARDARIE RATEN	1	Press	Send To Date Eligible for Dayman	Total Cadena Retrieves (C. 9%	For Payment By CDD	Stend To Date Eligible for Payment	Tistat CDD Reference (1) 5%	Sternal To Date To De Paid Br	Total KI/VBD Relatings (0.5%
137. Delete 6" Gate	-	EA 51 901 55		A1 901 551		DOREI	101 903 554		100	1004 181	×~		III- Cadanos		23.00%	R1 CN 44		KPVBD SA AA	\$U2
136. Delete 16º Gate Valve	4	∔					CE 945 474	100%	00 00	1411 111	No.	17 00%	rt 1 4 21 501	10,750 m		102 807 531		0005	CO L
	L	⊢					(\$1.056.40)	E .	00.02	(6152.82)	Ya		(65'6155)			(52.136.81)	11.126.041	00.02	\$0.00
140. Delete 6" PVC Pipe			Ĩ	Ĩ			(\$2,224,20)		\$0,00	(5111.21)	Yes	17.00%	(1378.11)			160,348,153		\$0.09	\$0.00
141. Delete 6" Cap	1-	EA \$202,00					(1202.90)		80.00	(510.10)	Yet	17.00%	(95.468)			(\$162.66)		50.00	\$0.6
142. Delete 8" Cap	-1			(\$274,00)			(5274.00)	1005	20.00	(513.70)	Ya	17.00%	(546.58)		83.00%	1227.421		50.00	20.0
143. 16" x10" Cress		_					\$1,440.00	500%	90,00	\$72.00	Yex	17,00%	5244.80	\$12.24		51,195.20		\$0.00	\$0%
144. 20" Gate Valves		_					S8,404.00	100%	\$6.00	1420.20	Ya	17.00%	51.428.68	\$71.43		56,975.32		\$0.00	\$0.00
145. JPT PVK C-500	125		59,362.50	-			05.161.50	100%	50.00	5468.13	Yes	17.00%	\$1,591.63	#5625	\$100%	57,770,58	538.41	20.00	203
146. 10" Stub Outs		EA 5240.00					\$480.00	100%	\$0.00	524.00	Yca	17.00%	09/185	50 M	\$3.00%	1396.40		00'04	50.6
147. Stamped Asphalt - Delete			-				(521,100.00)		\$0.00	(0) 355 001	Yes	17,00%	(007226723)	1		(60) £21 (615)		50.00	50.0
5. Curb Minus - "F" Curb		_	(\$6,863.72)]			(16,363.72)	100%	10.00	(SH3) (9)	Ya	17.00%	151,166,83)	11 05 11		(\$5,696,89)	15284.84	20.00	20:00
A Add- Type D' Curb	244		1		İ	Ī	10.35.52	. I.	20.00	1000	Yes :	SUDO.	51 102.54	l		25,182,98		30.00	20.02
 Storm - U-THU Startin Instrument publication A D A A A A A A A A A A A A A A A A A A		1		00100-110		I	001027116	5004	00.01	100 100	8	A ALAN	1071515		25,0076	40+ 795 4 L	ł	0.04	30.6
121. U-51 Stoffn Manhole Added		-		1	İ	İ	00'00'115	1001	20.00	1304.00	E .:	SU0.11	1, 917.00	111.242	100.53	04/292/40	5408.12	20.00	20:02
12. A00 + 45" Core U-50		+	1	1			21 440.04	1000	20.00	00726	No.	SUUT I	5244.80		1	AC C61 16	1	00.04	0.04
103. Add - 45 Lote D-90	T	+	+	1	t	İ	21,440,00		20.00	572.00	8	500721	5244.00	512.44		21, 193, 20	61.94X	0005	10/05
104. Add 45. HP Part	127	_	1		1		242 MI.12		DI DI	101112	S.	NWW I	10 100 10	TT MAK		61.0/0.02	1	00.04	20102
100. Water - JU" tate Yanes 16. 1 or MAP AND	Ŧ	1	+	101 HOP 101	t		00 PO 100	1007	30,00	TO DOT	8	STUDY I	90'876'16	571.43	42007e	TF'C/A DE		20.00	2010
157 Delate 16" Cate Value	c/i	TA CONCAT	100 000 000 000 000 000 000 000 000 000				DCT ON AS		20,000	CALLY CYL	N.	2000 61	101212212	ACTON ACTON		101 498 804	15121 44	00.00	2000
158. Delete 47 PUC C 900	ş		ļ		Ī		NOL FCL ST	TOME	40.00	111111		12 00%	11138 111	10 113		PE 1 RANDER	L	40.00	Chine -
150. Delete 2" Pur C. and	Т	г	151.014.401		T		122056401		NO DA	0.032 874	No.	17 000	un bissi	1010 Mar 100		100000101	1	100 01	SO.00
100. Rease - Add - 4" PVC Pare	Г		91,333,50		T		\$1.33,50		\$0.00	\$76.68	Ya	17,00%	\$260.70			11172215		00.00	\$0.00
101. Force Main - Add - 6" PVC Pipe STA 12+70	20		S1,906,30				52.946.50		20,00	\$125.33	Yes	17,00%	\$426.11	\$2131	\$3.00%	\$2,080.40	\$104.02	S0.00	10.00
2. Outh Minus "F" Curts		-	(56,413,64)				30,00		(MA1).64)	10.00	Ya	17.00%	SOOM			00.02		00'05	30,00
143. Add-Tree "D" Curb			+	1			20.00	1	M.060.24	50.00	Ya	17.00%	60.05	20.00		00'05	20.00	10.00	\$0,00
104. Morm - Delete 60" HP - 16+70	12-	1	010	1210			1510,077,431	100%	\$0,00	(2204.87)	La la	17,00%	(3),716,561	(385.89	83,00%	0110000	15419.04	00'64	00'01
100. A00 - A00 144		1	0000			İ	00'040C	10056	00.00	W/27	E 1	17,00%	05.0012	70765	42/00/2 B	5489, /U		10/07	10/104
167 Western Add - St Cano	44	10 2020101	CH ANN TH	ULUCOC UL			10.100.04	1002	00.04	1101.00	<u>,</u>	1 1 1008	01/012	191.06	0.00000	17756	C1-076	CA BU	20,00
	t	1	AL ANG BY		Ī	T	11 101.25	100K	00.02	IN FID	0 A	A 100	31,000	N PA	is to create	11 200.00		An on	2.02
170. Force Main - Add - 6" PVC Fige STA 16+69	t	L	51.757.15		T	T	\$2.757.15	100%	50.00	\$137.86	Xa	17,00%	5468.72	HYC25	\$3.00%	12,268.43		10.00	1000
171. Survey/3-D Fles	2	~					S11,410.00	B4%	11,394.00	\$570.00	Yes	17,00%	\$1,938.00	1001001	#3.00%	\$9,462.00	\$473.10	10.00	50.08
172. Av@uits	-				51,400.00		15,900.00	277%	SI,744.00	\$295.00	Yes	17.00%	\$1,003.00	\$50.15	83.00%	54,897.00		\$0.00	10,01
173. Additional Well Abandomment	-	"		123			129,150.00	100%	20702	51,455.00	Yes	17.00%	54,947,000	\$24735	83.00%	\$24,151.00	51,207,64	N0.00	10.00
 Curb Minus - "F" Curb 	1	UF \$28.13					30.00	*0	(50,685,03)	20.00	Ycs	17.00%	\$0.08	00'0S	83.00%	20.00	50.00	20.00	50.0
1/D. Add-Type 'D' Curb	-	1	+		1		\$0,00	0%	\$3,481.90	20.00	Yes	17.00%	20.00	00705	B3.00°4	00.05	06.02	V0.00	30.00
1/0. Water - Add - 10" PVC C-900	24	_		5).145.90			51,145.340	100%	00/05	127212	Kis .	100%	60.1655	\$26.74	100(1	12411.01		00'04	20.00
124 Add Code Street Streets Hode and	1000	CU 211.076	OF URC 73	12	ON WAST &		CO INC. AC	100	Distance of	10100	5	11 000	AND AND AND AND AND AND AND AND AND AND	CU DU	2.000 to	S/ NO MO	64 ftb	20.00	SQ AN
1 PG. Andd. Twee S.ft Indet Texas	+	FA CU 144.000	ľ	NUM I	Co man on		CIT WIN DO	15 AL	CI 716.00	2400 001	Na	THUN A	CI 404.00	20,005	2404.00	OVICE CO	5	100/16	20.00
	400	1					00.00	0.0	10412.00	00.05	Yes	2.00%	100.00	\$0.02	81.00%6	20.00		\$0.00	CO DO
101. Survey/3D File	t	Ľ		3	51,200,00		13,200.00	1 AL	1315.00	1260.00	Yes	11.00%	00 H855	344.20	13.00%	54.116.00	\$215.80	50.00	00 05
182. As Builts	-				51 200,000		51,200.00	s,	\$2,910,00	\$40.00	Yo	17 00%	\$204,00	2:015	13,00%	\$996.00	08.675	00 05	10.00
163. Added Markings and Signa	1			100.00			59.00	10%	\$5,340,00	20.60	Yes	17.60%	\$4),00	\$0.00	83.00%	00'05	\$0,00	20,00	50,00
184. 27 Intertion - Standard	1900	10 61140	C) C 262 100	115.240 MM			C15 Million	Lauts.	60.00	11 771 60	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	T / MAN	01 214 30	12/2012	41 004	£31.121.60	01042.45	enon	64.0
185, Levaut fur Steeving	+	1	Ļ	L			11 600 00	100%	the or	\$50.00	, and	17 00%	60 (263	97133	THE LE	11272.12	The An	40.00	100.02
186. As-Built and Locate Steeving	1	15 53,300.00	\$1,100.00		2900.001		51,00.00	100%	20.00	\$165.90	Yes	17.00%	\$561.00	50.055	\$3,00%	\$2,739,00	S136.95	30,00	20.02
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white at.	ļ		514.744.957.07	48 V11 802 86	CT70 1/2 01	20.045	80 100 U.S. 80	ł											
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0705-1902

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared <u>Jody Bass</u>, who being by me first duly sworn, deposes and says:

- 1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
- 2. Affiant is the Owner of <u>RCS Construction Company, Inc.</u>, a North Dakota Corporation company (hereinafter the "Contractor")
- 3. Contractor and <u>Kelly Park VB Development, LLC</u> (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated <u>December 4, 2023</u> (hereinafter the "contract").
- 4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
- 5. Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
- 6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
- 7. Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through <u>03/25/2025</u>.
- 8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

<u>Name of Lienor</u> <u>Or Potential Lienor</u>	Amount due for labor, services or materials furnished, delivered, Installed or performed
1. Acme Barricades	\$280.31
2. Atlantic Directional Drilling, Inc.	\$0.00
3. Central Florida Transport, LLC	\$0.00
4. City Electric Supply Co	\$58.77
5. County Materials Corporation	\$15,518.60
6. Dixie Lime & Stone	\$0.00
7. Erosion Control Systems	\$0.00
8. Florida Design Consultants	\$4,493.50
9. Fortiline, Inc.	\$2,014.29
10. Koncept Carma	\$605.00
11. LS Curb Service	\$48,774.00
12. Mac Tapping, Inc.	\$800.00
13. Mack Industries, Inc.	\$739.37
14. National Trench Safety	\$1,785.30
15. Newsome Land Clearing, LLC	\$47,868.84
16. Oldcastle Infrastructure	\$5,406.00
17. Rozar Electric	\$237,293.01
18. Seminole Asphalt Paving, Inc.	\$0.00
19. Volusia General Contractors & Trinity Construction Products, I	\$0.00 nc.

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc. Affiant

Sworn to and subscribed before me this <u>14th</u> day of <u>April</u> 2025, by <u>Jody Bass</u>, who (check one): [X] is personally known to me, [] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit: ______. Affiant did take an oath.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Explres 6/19/2026 Print Name: <u>Victoria E Lauteria</u> Notary Public, State of Florida Commission No.: <u>HH276625</u> My Commission Expires: <u>06/19/2026</u>

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Gompany
By: DAX Bay
Name: Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

Page 3 of 3

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of <u>\$360,210.47</u>, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through <u>03/25/2025</u> to <u>Double B Development and Kelly Park VB Development, LLC</u> on the job of <u>Wyld Oaks Infrastructure</u> to the following property:

<u>S of Kelly Park Rd & Effie Dr.</u> <u>3620 W Kelly Park Rd.</u> <u>Apopka, FL 32712, Orange County (description of property)</u>

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

DATED on <u>April 14, 2025</u>.

Lienor <u>RCS Construction Company, Inc.</u> Address <u>295 E SR 50, Suite 1,</u> Clermont, FL 34711

By:

Print Name: Jody Bass Its: Vice President

State of Florida

County of <u>Lake</u>

The foregoing instrument was acknowledged before me this 14^{th} day of <u>April</u>, 20<u>25</u>, by, as of said company, who has presented as identification or is <u>personally known to me</u>.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026

Hauteric Signature of Notary Public (Seal)

Victoria E Lauteria Print, Type or Stamp Commission

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 43
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$264.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain. Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

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Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Um m Ben

Consulting Engineer Kevin M Roberson Kimley-Horn and Associates, Inc

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

May 5, 2025

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. 3565177 Client Matter No. 47123-4 Notification Email: eftgroup@kutakrock.com

Mr. George Flint Golden Gem CDD c/o Governmental Management Services 219 East Livingston Street Orlando, FL 32801

Invoice No. 3565177 47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

03/18/25	A. Willson	0.80	264.00	Confer with Edwards, Roberson, Barry, and Kaleita regarding project items; review items regarding same
TOTAL HO	DURS	0.80		
TOTAL FO	R SERVICES REN	DERED		\$264.00
TOTAL CU	JRRENT AMOUNT	T DUE		\$264.00

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 44
- (B) Name of Payee: RCS Construction Co. Inc.
- (C) Amount Payable: \$9,187.35

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain. Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Um m Rose

Consulting Engineer Kevin M Roberson Kimley-Horn and Associates, Inc
	N FOR PAYMENT	AIA DOCUMENT G702 PAGE ONE OF 1 PAGES 3
O OWNER: Golden Gem Community Development District 60 Beachland Blvd.	PROJECT: Wyld Oaks - Mass	OWNER
ero Beach, FL 32963		ARCHITECT
	LA ADOUTTOT	PERIOD TO: 4/25/25 CONTRACTOR
	IA ARCHITECT:	
CS CONSTUCTION CO. INC.		
95 E. HWY 50 SUITE 1		PROJECT NOS:
LERMONT, FL 34711 ONTRACT FOR:		CONTRACT DATE:
ONTRACTOR'S APPLICATION FO		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the
pplication is made for payment, as shown below, in connection		Work covered by this Application for Payment has been completed in accordance with the Contract
ontinuation Sheet, AIA Document G703, is attached.		Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for
		Payment were issued and payments received from the Owner, and that current payment shown herein is now
ORIGINAL CONTRACT SUM	\$ 6,520,028.07	due.
Net change by Change Orders	\$ 397,126.22	0
CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 6,917,154.29	i i i i i i i i i i i i i i i i i i i
TOTAL COMPLETED & STORED TO	\$ 6,831,768.75	Local Kala
DATE (Column G on G703) RETAINAGE:	5241 500 44	By: Date: Date: BREANNA F
a. 5 % of Completed Work	\$341,588.44	Rotary Public
(Column D + E on G703)		State qi. FLOKIDA County of: LAKE
b. 5 % of Stored Material	\$0.00	
(Column F on G703)	30.00	Notary Public Branno Commit HH19
(My Commission expires: 10/31/25 Expires 10/31
Total Retainage (Lines 5a + 5b or		ENGINEER'S CERTIFICATE FOR PAYMENT
Total in Column I of G703)	£ 241.500.44	
TOTAL EARNED LESS RETAINAGE	\$ <u>341,588.44</u> \$6,490,180.31	In accordance with the Contract Documents, based on on-site observations and the data
(Line 4 Less Line 5 Total)	\$ 0,490,180.31	comprising the application, the Engineer certifies to the Owner that to the best of the
LESS PREVIOUS CERTIFICATES FOR		Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor
PAYMENT (Line 6 from prior Certificate)	\$ 6,398,030.31	is entitled to payment of the AMOUNT CERTIFIED.
CURRENT PAYMENT DUE	\$ 92,150.00	
BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 426,973.98	AMOUNT CERTIFIED
(Line 3 less Line 6)		
otal Completed and Stored To Date That is Eligible For CDD P.		(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
tal Retainage At 5%		Application and on the Continuation Sheet that are changed to conform with the amount certified.)
tal Earned Which Is Eligible For CDD Payment, Less Retainag	ge 93,765.48 1,781,544.03	ENGINEER: Kevin Roberson, Kimley-Horn and Assoc.
ss Amount Previously Paid By CDD	1,772,356.68	By: Kevin Roberson, Kimley-Horn and Assoc.
rrent Payment Due By CDD	9,187.35	
tal Completed and Stored To Date - Eligible For KPVBD Paym	nent 4,956,459.24	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without
tal Retainage At 5%	247,822.96	prejudice to any rights of the Owner or Contractor under this Contract.
al Earned Which Is Eligible For KPVBD Payment, Less Retain		
ss Amount Previously Paid By KPVBD rrent Payment Due By KPVBD	4,625,673.63	
them rayment Due by KrvBD	82,962.65	
ANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	
Total changes approved in previous months by Owner	\$397,126.22 \$0.00	
Total approved this Month	\$0.00 \$0.00	
	\$397,126.22 \$0.00	
TOTALS NET CHANGES by Change Order	\$397,126.22	

*** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds. Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Mass Grading Application #16

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Developer's Representative certifies to the Owner that to the best of the Developer's Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S	REPRESENTATIVE:
	1

By:	Trut	Date: 05/29/25
Name:	Timothy R. Dennard	
Title:`	President	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

	NTINUATION SHEET						AIA DOC	UMENT G703				Page 2 of 3 Pages						
	cument G702, APPLICATION AND CERTIFICATION I tor's signed certification is attached.	OR PAYMENT,	containin	g					APPLICAT APPLICATIO		16 4/25/2025							A.4.
									PER	IOD TO:	4/25/2025							
	lumn I on Contracts where variable retainage for line items	may apply.						ARCI	HITECT'S PROJ	ECT NO:								
A	В	-		С		D	E	F	G		н	1	1	к	L	м	N	0
ITEM				SCHEDULED		WORK CON FROM PREVIOUS	MPLETED	MATERIALS PRESENTLY	TOTAL COMPLETED	%	BALANCE	RETAINAGE		CDD Eligibility			KPVBD Eligibility	
NO.	DESCRIPTION OF WORK			VALUE		APPLICATION	THIS PERIOD	STORED	AND STORED	(G + C)	TO FINISH	Calculated at 5%	% Eligible For	Total Completed And Stored To Date	Total CDD Retainage	% Eligible For	Total Completed And Stored To Date	Total KPVBD
		Quantity	Unit	Price	Total	(D + E)		(NOT IN D OR E)	TO DATE (D+E+F)		(C - G)		Payment By CDD	Eligible For Payment		Payment By	Eligible For Payment	Retainage @ 5%
	General Conditions, Mobilzation, Survey					-		DORE)	(D+E+F)					By CDD		KPVBD	By KPVBD	
	AOBILIZATION	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00		\$250,000.00	100%	\$0.00	\$12,500.00	9.97%	\$24,925.00	\$1,246,25	90.03%	\$225,075.00	\$11,253.75
-	TTORNEY FEE	1	LS	\$95,000.00	\$95,000.00	\$95,000.00	\$0.00		\$95,000.00	100%	\$0.00	\$4,750.00	9.97%	\$9,471,50	\$473.58	90.03%	\$85,528,50	\$4,276.43
	ENERAL CONDITIONS	1	LS	\$21,457.44	\$21,457.44	\$21,457.44	\$0.00		\$21,457,44	100%	\$0.00	\$1,072.87	9.97%	\$2,139,31	\$106.97	90.03%	\$19,318,13	\$965.91
	ERFORMANCE BOND	1	LS	\$80,494.50	\$80,494.50	\$80,494.50			\$80,494.50	100%	\$0.00	\$4,024,73	9.97%	\$8,025,30	\$401,27	90.03%	\$72,469,20	\$3.623.46
	AYOUT/ASBUILTS	1	LS	\$48,391.25	\$48,391.25	\$48,391.25	\$0.00		\$48,391.25	100%	\$0.00	\$2,419.56	9.97%	\$4,824.61	\$241.23	90.03%	\$43,566.64	\$2,178.33
	WWWP	1	LS	\$10,003.75	\$10,003.75	\$10,003.75	\$0.00		\$10,003.75	100%	\$0.00	\$500.19	9.97%	\$997.37	\$49.87	90.03%	\$9,006.38	\$450.32
	ILT FENCE	1	LS	\$38,618.08	\$38,618.08	\$38,618.08			\$38,618.08	100%	\$0.00	\$1,930.90	9.97%	\$3,850,22		90.03%	\$34,767.86	\$1,738.39
	REE PROTECTION	1	LS	\$19,718.90	\$19,718.90	\$19,718.90	\$0.00		\$19,718.90	100%	\$0.00	\$985.95	9.97%	\$1,965.97	\$98.30	90.03%	\$17,752.93	\$887.65
	ONSTRUCTION ENTRY	2	EA	\$12,461.65	\$24,923.30	\$24,923.30	\$0.00		\$24,923.30	100%	\$0.00	\$1,246.17	9.97%	\$2,484,85	\$124.24	90.03%	\$22,438.45	\$1,121,92
	LEAR SITE/WYLD OAKS	1	LS	\$52,000.00	\$52,000.00	\$52,000.00	\$0.00		\$52,000.00	100%	\$0.00	\$2,600.00	9.97%	\$5,184.40	\$259.22	90.03%	\$46,815.60	\$1,121.92
	EMO STRUCTURES -WYLD OAKS	1	LS	\$34,500.00	\$34,500.00	\$34,500.00	\$0.00		\$34,500.00	100%	\$0.00	\$1,725.00	9.97%	\$3,439.65	\$171.98	90.03%	\$31,060,35	\$1,553.02
	EMO PAVEMENT	3658	SY	\$5.92	\$21,655.36	\$21,655.36	\$0.00		\$21,655.36	100%	\$0.00	\$1,082.77	9.97%	\$2,159.04	\$107.95	90.03%	\$19,496.32	
	EMO CONCRETE	960	SY	\$9.56	\$9,177.60	\$9,177.60	\$0.00		\$9,177.60	100%	\$0.00	\$458.88	9.97%	\$915.01	\$45.75	90.03%	\$19,496.32	\$974.82
14. N	ASS GRADE	1273657	CY	\$2.42	\$3,082,249.94	\$3,079,808.00	\$0,00		\$3,079,808.00	100%	\$2,441.94	\$153,990.40	9.97%	\$307.056.86	\$15,352.84	90.03%	\$2,772,751.14	\$413.13
15. D	EMO GOLDEN GEM PROPERTY	1	LS	\$55,333.23	\$55,333.23	\$55,333.23	\$0,00		\$55,333,23	100%	\$0.00	\$2,766.66	9.97%	\$5,516.72	\$275.84	90.03%	\$49,816.51	\$138,637.56
	OUBLE SILT FENCE FOR STOCK PILE AREA	3800	LF	\$4.35	\$16,530.00	\$0.00			\$0.00	0%	\$16,530.00	\$0.00	9.97%	\$0.00	\$0.00	90.03%	\$49,816.51	\$2,490.83
	YDRO SEED STOCK PILE AREA	57000	SY	\$1.00	\$57,000.00	\$51,000.00	\$6,000.00		\$57,000.00	100%	\$0.00	\$2,850.00	9.97%	\$5,682.90	\$284.15	90.03%	\$51,317,10	\$0.00
	VER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	\$5.52	\$263,204.64	\$263,204.64	\$0.00		\$263,204,64	100%	\$0.00	\$13,160.23	9.97%	\$26,241.50	\$1,312.08	90.03%	\$236,963,14	\$2,565.86
	RADE SITE	1	LS	\$42,707.00	\$42,707.00	\$42,707.00	\$0.00		\$42,707.00	100%	\$0.00	\$2,135,35	9.97%	\$4,257.89	\$212.89	90.03%	\$38,449,11	\$11,848.16
	ROSION BLANKET	1	LS	\$25,851.20	\$25,851.20	\$25,851.20	\$0.00		\$25,851,20	100%	\$0.00	\$1,292.56	9.97%	\$2,577.36	\$128.87	90.03%	\$38,449.11	\$1,922.46
21. W	ELL ABONDONMENT - WYLD/GOLDEN GEM	4	EA	\$9,700.00	\$38,800,00	\$38,800.00	\$0.00		\$38,800.00	100%	\$0.00	\$1,940.00	9.97%	\$3,868,36	\$126.87	90.03%	\$23,273.84	\$1,163.69
22. C	LEAR SITE/GOLDEN GEM	1	LS	\$51,000.00	\$51,000.00	\$51,000.00	\$0.00	1.00.1	\$51,000.00	100%	\$0.00	\$2,550.00	9.97%	\$5,084.70	\$254.24	90.03%	\$45,915.30	\$1,746.58
23. S	OD PONDS	67270	SY	\$4.81	\$323,568,70	\$323,568,70	\$0.00		\$323,568,70	100%	\$0.00	\$16,178,44	9.97%	\$32,259,80				\$2,295.77
	OND LINER 30 MILL	20645	SF	\$3.57	\$73,702.65	\$73,702.65	\$0.00		\$73,702.65	100%	\$0.00	\$3.685.13	9.97%	\$7,348,15	\$1,612.99	90.03%	\$291,308.90	\$14,565.45
25. H	YDRO SEED BOTTOM OF PONDS	72900	SY	\$1.00	\$72,900.00	\$72,900.00	\$0.00		\$72,900.00	100%	\$0.00	\$3,645.00	9.97%	\$7,348.15	\$367.41	90.03%	\$66,354.50	\$3,317.72
	EWATERING	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00		\$30,000,00	100%	\$0.00	\$1,500.00	9.97%	\$7,268.13	1	90.03%	\$65,631.87	\$3,281.59
27. 58	EED/MULCH	1	LS	\$354,813.60	\$354,813,60	\$197,400.00	\$91,000.00		\$288,400.00	81%	\$66,413,60	\$14,420.00	9.97%	\$2,991.00	\$149.55	90.03%	\$27,009.00	\$1,350.45
28. 60	D" HDPE	1414	LF	\$274.81	\$388,581,34	\$388,581,34	\$0.00	\$0.00	\$388,581,34	100%	\$0.00	\$19,429.07	100%	\$388,753,48	\$1,437.67 \$19,429.07	90.03%	\$259,646.52 \$0.00	\$12,982.33 \$0.00

_	DNTINUATION SHEET						AIA DOC	UMENT G703				Page 3 of 3 Pages						
A D	bocument G702, APPLICATION AND CERTIFICATION FOR ctor's signed certification is attached.	PAYMENT,	containing	ę					APPLICAT APPLICATIO	DATE:	16 4/25/2025							
. C.	olumn I on Contracts where variable retainage for line items ma									IOD TO:	4/25/2025							
T	p p	y appiy.		C				ARCH	ITECT'S PROJ	ECT NO:								
÷				C		D WORK CO	E	F MATERIALS	G		Н	1	J	К	L			
EM D.	DESCRIPTION OF WORK			SCHEDULED VALUE		FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	TOTAL COMPLETED AND STORED	% (G + C)	BALANCE TO FINISH	RETAINAGE Calculated at 5%	% Eligible For	CDD Eligibility Total Completed And Stored To Date			KPVBD Eligibility Total Completed And	
		Quantity	Unit	Price	Total	(D + E)		(NOT IN D OR E)	TO DATE (D+E+F)	(0.0)	(C - G)	Calculated at 376	Payment By CDD	Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVBD	Stored To Date Eligible For Payment By KPVBD	Total KPVBD Retainage @ 55
	CONTROL STRUCTURE	1	LS	\$7,331.82	\$7,331.82	\$7,331.82	\$0.00	\$0.00	\$7,331.82	100%	\$0.00	\$366.59	100%	\$7,331,82	\$366.59	0.00%	\$0.00	\$0.5
	MANHOLE	8	EA	\$8,144.54	\$65,156.32	\$65,156.32	\$0.00	\$0.00	\$65,156.32	100%	\$0.00	\$3,257.82	100%	\$65,156.32	\$3,257,82	0.00%	\$0.00	\$0.0
	BUBBLE UP	3	EA	\$6,067.44	\$18,202.32	\$18,202.32	\$0.00		\$18,202.32	100%	\$0.00	\$910.12	100%	\$18,202.32	\$910.12	0.00%	\$0.00	\$0.0 \$0.0
	BOX CULVERT	617	LF	\$1,317.89	\$813,138.13	\$813,138.13	\$0.00	\$0.00	\$813,138.13	100%	\$0.00	\$40,656,91	100%	\$813,138,13	\$40,656.91	0.00%	\$0.00	S0.0 S0.0
3.	Lamp Lines	1	LS	\$34,017.00	\$34,017.00	\$34,017.00	\$0.00		\$34,017.00	100%	\$0.00	\$1,700.85	100%	\$34,017.00	\$1,700.85	0.00%	\$0.00	\$0.0
	Change Orders																	
	CO#1 Builder Risk Insurance CO#2 Revelsion 8 & 9	1	LS	\$ 69,787.00	\$69,787.00	\$69,787.00	\$0.00		\$69,787.00	100%	\$0.00	\$3,489.35	9.97%	\$6,957.76	\$347.89	90.03%	\$62,829.24	\$3,141.4
	Added Pond Liner to Sheets C-309 and C-310	38760	SF	\$3.57	\$138,373,20	\$138,373.20	\$0.00		\$138,373.20	1000								
,	Madison Mass Grading Adjusted - Sheets (C-304, 305, 306)	14634	СҮ	\$2.42	\$35,414.28	\$35,414.28				100%	\$0.00	\$6,918.66	9.97%	\$13,795.81	\$689.79	90.03%	\$124,577.39	\$6,228.8
3.	Madison New Layout and As-Built	1	LS	\$4,100.00	\$4,100.00	\$355,414.28	\$0.00		\$35,414.28	100%	\$0.00	\$1,770.71	9.97%	\$3,530.80	\$176.54	90.03%	\$31,883.48	\$1,594.1
	Mass Grading North/West Sheet C-301 Adjustments	58947	СҮ	\$2.42			\$0.00		\$4,100.00	100%	\$0.00	\$205.00	9.97%	\$408.77	\$20.44	90.03%	\$3,691.23	\$184.5
5. 1	New Layout and As-Builts for C-301	1	LS	\$6,800.00	\$142,651.74 \$6.800.00	\$142,651.74 \$6,800.00	\$0.00		\$142,651.74	100%	\$0.00	\$7,132.59	9.97%	\$14,222.38	\$711.12	90.03%	\$128,429.36	\$6,421.4
Ť			6	30,000.00	50,800.00	\$6,800.00	\$0.00		\$6,800.00	100%	\$0.00	\$340.00	9.97%	\$677.96	\$33.90	90.03%	\$6,122.04	\$306.10
+																		
2	SUBTOTAL				\$6,917,154.29	\$6,734,768,75	\$97,000.00	\$0.00	\$6,831,768.75	99%	\$85,385.54	\$341,588,44		£1 976 200 £1				
- Г	GRAND TOTALS				\$6,917,154.29	\$6,734,768,75	\$97,000.00	\$0.00	\$6,831,768.75	1170	\$85,385.54	\$341,588.44		\$1,875,309.51 \$1,875,309.51	\$93,765.48		\$4,956,459.24	\$247,822.9

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of <u>92,150.00</u>, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through <u>04/25/2025</u> to <u>Double B Development and Kelly Park VB Development, LLC</u> on the job of <u>Wyld Oaks Mass Grading Improvements</u> to the following property:

<u>S of Kelly Park Rd & Effie Dr.</u> <u>3620 W Kelly Park Rd.</u> <u>Apopka, FL 32712, Orange County (description of property)</u>

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

DATED on May 29, 2025.

Lienor <u>RCS Construction Company, Inc.</u> Address 295 E SR 50, Suite 1,

Clermont, FL 34711

By: Print Name Jody Bass

Its: Vice President

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 29^{th} day of May, 20_{25} , by, as of said company, who has presented as identification or is personally known to me.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026 Signature of Notary Public

Kauseric (Seal)

<u>Victoria E Lauteria</u> Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared ________, who being by me first duly sworn, deposes and says:

- 1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
- 2. Affiant is the Owner of <u>RCS Construction Company, Inc.</u>, a North Dakota Corporation company (hereinafter the "Contractor")
- 3. Contractor and <u>Kelly Park VB Development, LLC</u> (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated <u>December 4, 2023</u> (hereinafter the "contract").
- 4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
- Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
- 6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
- Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through <u>04/25/2025</u>.
- 8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor Or Potential Lienor Amount due for labor, services or materials furnished, delivered, Installed or performed

1. Florida Design Consultants \$920.00

FURTHER AFFIANT SAYETH NOT.

Construction Company, Inc. Affiant

Sworn to and subscribed before me this <u>29th</u> day of <u>May</u>,2025, by <u>Jody</u> <u>Bass</u>, who (check one): [X] is personally known to me, [] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit: ______. Affiant did take an oath.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026 Print Name: <u>Victoria E Lauteria</u> Notary Public, State of Florida Commission No.: <u>HH276625</u> My Commission Expires: <u>06/19/2026</u>

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company By: Name: bdv Title: resident

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 45
- (B) Name of Payee: RCS Construction Co. Inc.
- (C) Amount Payable: \$242,359.75

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain. Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Um m Rom

Consulting Engineer

Kevin M Roberson Kimley-Horn and Associates, Inc

Golden Gem Community Development DistrictVero Beach, FL 32963FROM CONTRACTOR:VIA ARCHITECT:RCS CONSTUCTION CO. INC.295 E. HWY 50 SUITE 1CLERMONT, FL 34711CONTRACT FOR:Town and for payment, as shown below, in connection with the Contract.Application is made for payment, as shown below, in connection with the Contract.CONTRACT FOR:The coverage of the contract.Application is made for payment, as shown below, in connection with the Contract.mmContinuation Sheet, AIA Document G703, is attached.14,205,206,492. Net change by Change Orders53. CONTRACT SUM54. TOTAL COMPLETED & STORED TO59.132,449,89By:DATE (Column G on G703)55. RETAINAGE:8.,675,827.40a. $5. %$ of Stored Material\$0.00(Column F on G703)\$5. Total in Column 1 of G703)\$6. TOTAL EARNED LESS RETAINAGE\$(Line 4 Less Line 5 Total)\$7. LESS REFLOUS CERTIFICATES FOR\$PAYMENT (Line 6 from prior Certificate)\$8. CURRENT PAYMENT DUE\$9. BALANCE TO FINISH, INCLUDING RETAINAGE\$(Line 3 less Line 6)\$Total Completed and Stored To Date Allocated To Cadence\$Total Retainage At 5%\$	APPLICATION NO: 1 Distribution to: PERIOD TO: 4/25/25 PROJECT NOS: CONTRACT DATE: undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work ered by this Application for Payment has been completed in accordance with the Contract Documents, that all must have been paid by the Contractor for Work for which previous Certificates for Payment were issued and ments received from the Owner, and that current payment shown herein is now due. NTRACTOR: RCS CONSTRUCTION CO., INC. With Application for Payment has been completed in accordance with the Contract Documents, that all must have been paid by the Contractor for Work for which previous Certificates for Payment were issued and ments received from the Owner, and that current payment shown herein is now due. NTRACTOR: RCS CONSTRUCTION CO., INC. With Application for Payment has been completed in accordance with the Contract Documents, take or Figure 20th day of January, 2025 Notary Public: cordmices with the Contract Documents, based on on-site observations and the data sprising the application, the Engineer certifies to the Owner that to the best of the ignere's knowledge, information and belief the Work has progressed as indicated, quilty of the Work is in accordance with the Contract Documents, based on on-site observations and the data sprising the application on the Engineer certifies to the Owner that to the best of the ignere's knowledge, information and belief the Work has progressed as indicated, quilty of the Work is in accordance with the Contract Documents, and the Contractor ittle to
FROM CONTRACTOR: VIA ARCHITECT: RCS CONSTUCTION CO. INC. 295 E. HWY 50 SUITE 1 CLERMONT, FL 34711 CONTRACT FOR: CONTRACT FOR: The construction is made for payment, as shown below, in connection with the Contract. Application is made for payment, as shown below, in connection with the Contract. anne pay Continuation Sheet, AIA Document G703, is attached. gather the Contract. Paylication is made for payment, as shown below, in connection with the Contract. anne pay Continuation Sheet, AIA Document G703, is attached. gather the Contract. Paylication is made for payment, as shown below, in connection with the Contract. anne pay Continuation Sheet, AIA Document G703, is attached. gather the Contract. Paylex Net change by Change Orders \$ 14,205,206.49 CONTRACT SUM TO DATE (Line 1 ± 2) \$ 14,745,227.07 \$ 0,132,449.89 By: TOTAL COMPLETED & STORED TO \$ 0,132,449.89 By: DATE (Column F on G703) Sub \$ 456,622.49 Stat S. RETAINAGE: \$ 8,075,827.40 In a cont Total in Column I of G703) \$ 456,622.49 \$ 8,075,827.40 In a Couret	PERIOD TO: 4/25/25 PROJECT NOS: CONTRACT DATE: undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work ered by this Application for Payment has been completed in accordance with the Contract Documents, that all nunts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and ments received from the Owner, and that current payment shown herein is now due. NTRACTOR: RCS CONSTRUCTION CO., INC. August of LAKE 20th day of January, 2025 ary Public: Commission expires: DIATED COUNT OF CERTIFICATE FOR PAYMENT Contractor on site observations and the data prising the application, the Engineer certifies to the Owner that to the best of the gineer's knowledge, information and belief the Work has progressed as indicated, quality of the Work is in accordance with the Contract Documents, and the Contractor ntitled to payment of the AMOUNT CERTIFIED. OUNT CERTIFIED
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otal Allocated To Cadence, Less Retainage \$1,440,139.70 EN	ach explanation if amount certified differs from the amount applied. Initial all figures on this
	lication and on he Continuation Sheet that are changed to conform with the amount certified.)
ess Previous Balances Due By Cadence \$1,372,083.91	GINEER: Kevin Roberson, Kimley-Horn and Assoc.
furrent Payment Due By Cadence \$68,055.79 By:	GINEER: Um m Roun Date: 5-27-25
	s Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
	tractor named herein. Issuance, payment and acceptance of payment are without udice to any rights of the Owner or Contractor under this Contract.
ess Previous Balances Due By CDD \$6,815,103.28	wave to any rights of the Owner of Contractor and or the Contract.
arrent Payment Due By CDD \$242,359.75	
otal Completed and Stored To Date Allocated To KPVBD \$187,604.90	
otal Retainage At 5% \$9,380.25	
otal Allocated To KPVBD, Less Retainage \$178,224.66	
ess Previous Balances Due By KPVBD \$88,312.00 urrent Payment Due By KPVBD \$89,912.66	
HANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	
Total changes approved in previous months by Owner \$540,020.58	
Total approved this Month \$0.00	
TOTALS \$540,020.58 \$0.00	
NET CHANGES by Change Order \$540,020.58	

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Pay Application #11

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Developer's Representative certifies to the Owner that to the best of the Developer's Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED...... \$400,328.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By:	Time	Date: 05/29/25
Name:	Timothy R. Dennard	
Title:`	President	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

co	NTINUATION SHEET						AIA DOCUM	1ENT G703				Page 2 of 5 Pages									
Contrac	scument G702, APPLICATION AND CERTIFICATION etor's signed certification is attached.		ENT, c	containing				ΔR	APPLICA APPLICATIO PE CHITECT'S PRO	N DATE: RIOD TO:	11 4/25/2025 4/25/2025										
	lumn I on Contracts where variable retainage for line item	s may apply.		С		D	E	E	G	ber no.	н	1	1	К	L	М	N	0	Р	Q	R
A ITEM NO.	B DESCRIPTION OF WORK	Quantit	Unit	SCHEDULEE VALUE) Total		MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
		Quantion	Char	The	Total			DORE)	(D+E+F)						By Cadence			ByCDD		KIYDD	
-	General Conditions, Mobilization, Survey MOBILIZATION	1	LS	\$13,750.00	\$13,750.00	\$13,750.00			\$13,750.00	100%	\$0.00	\$687.50	Yes	17.00%	\$2,337.50	\$116.88	83.00%	\$11,412.50	\$570.63	\$0.00	\$0.00
		1	LS		\$221,250.00	\$221,250.00			\$221,250.00	100%	\$0.00	\$11,062,50	Yes	17.00%	\$37,612,50	\$1,880.63	83.00%	\$183,637,50	\$9,181,88	\$0.00	\$0.00
	GENERAL CONDITIONS PERFORMANCE BOND	1		\$103,750.00	\$103,750.00	\$103,750.00			\$103,750.00	100%	\$0.00	\$5,187,50	Yes	17.00%	\$17,637.50	\$881.88	83.00%	\$86,112,50	\$4,305,63	\$0.00	\$0.00
3.		1	LS		\$96,518,75	\$90,520.00			\$90,520.00	94%	\$5,998,75	\$4,526.00	Yes	17.00%	\$15,388,40	\$769.42	83.00%	\$75,131.60	\$3,756.58	\$0.00	\$0.00
4.	LAYOUT/ASBUILTS	1	LS		\$96,518.75	\$90,320.00			\$27,400.00	95%	\$1,350.00	\$1,370.00	Yes	17.00%	\$4 658.00	\$232.90	83.00%	\$22,742.00	\$1,137.10	\$0.00	\$0.00
	SWWWP	21818		\$1.81	\$39,490,58	\$39,490.58			\$39,490.58	100%	\$0.00	\$1,974.53	Yes	17.00%	\$6,713.40	\$335.67	83.00%	\$32,777,18	\$1,638,86	\$0.00	\$0.00
6.	SILT FENCE	21818			\$19,718.90	\$19,718,90			\$19,718,90	100%	\$0.00	\$985.95	Yes	17.00%	\$3,352,21	\$167.61	83.00%	\$16,366.69	\$818.33	\$0.00	\$0.00
1.	TREE PROTECTION		EA		\$19,718.90	\$24,650.00		-	\$24.650.00	97%	\$644.56	\$1,232.50	Yes	17.00%	\$4,190.50	\$209.53	83.00%	\$20,459.50	\$1,022.98	\$0.00	\$0.00
8.	CONSTRUCTION ENTRY MASS GRADING	31971			\$25,294.50 \$89,838,51	\$89,838,51			\$89,838,51	100%	\$0.00	\$4,491,93	Yes	17.00%	\$15,272.55	\$763,63		\$74,565.96	\$3,728.30	\$0.00	\$0.00
10	ROADWAY GRADING	1	LS		\$97,182.84	\$95,600.00			\$95,600.00	98%	\$1,582,84	\$4,780.00	Yes	17.00%	\$16,252.00	\$812.60	83.00%	\$79,348.00	\$3,967.40	\$0.00	\$0.00
	SOD BEHIND CURB	10613			\$39,161.97	\$0.00			00.02	0%	\$39,161,97	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00
	10" FORCE MAIN	5244	-	\$70.72	\$370,855.68	\$370,855,68			\$370,855,68	100%	\$0.00	\$18 542 78	Yes	17.00%	\$63,045,47	\$3,152.27	83.00%	\$307,810.21	\$15,390.51	\$0.00	\$0.00
	10 FORCE MAIN		EA		\$78,676,50	\$78,676.50			\$78,676,50	100%	\$0.00	\$3,933,83	Yes	17.00%	\$13,375.01	\$668.75	83.00%	\$65,301.50	\$3,265.07	\$0.00	\$0.00
	10 PLOG VALVE	2			\$32,132.36	\$20,100.00	\$12,032,36		\$32,132,36	100%	\$0.00	\$1,606.62	Yes	17.00%	\$5,462.50	\$273.13	83.00%	\$26,669.86	\$1,333.49	\$0.00	\$0.00
	6" FORCE MAIN	648		\$50.13	\$32,484,24	\$32,484,24	312,032.30		\$32,484,24	100%	\$0.00	\$1,624,21	Yes	17.00%	\$5,522.32	\$276.12	83.00%	\$26,961.92	\$1,348.10	\$0.00	\$0.00
	6" PLUG VALVE	12		\$3,905.17	\$46,862.04	\$46.862.04			\$46 862 04	100%	00.02	\$2,343,10	Yes	17.00%	\$7,966.55	\$398.33	83.00%	\$38,895.49	\$1,944.77	\$0.00	\$0.00
	4" FORCE MAIN	20	LE	\$36.17	\$723.40	\$723.40			\$723.40	100%	\$0.00	\$36.17	Yes	17.00%	\$122.98	\$6.15	83.00%	\$600.42	\$30.02	\$0.00	\$0.00
-	4" PLUG VALVE	1	EA	\$2,366.34	\$2 366 34	\$2,366.34			\$2,366,34	100%	\$0.00	\$118.32	Yes	17.00%	\$402.28	\$20.11	83.00%	\$1,964.06	\$98.20	\$0.00	\$0.00
	FORCE MAIN FITTINGS	1	LS		\$78,184,45	\$77,452.00			\$77,452.00	99%	\$732.45	\$3,872,60	Yes	17.00%	\$13,166.84	\$658.34	83.00%	\$64,285.16	\$3,214.26	\$0.00	\$0.08
	TESTING	1	LS		\$12,278,25	\$10,400.00			\$10,400,00	85%	\$1,878,25	\$520.00	Yes	17.00%	\$1,768.00	\$88.40	83.00%	\$8,632.00	\$431.60	\$0.00	\$0.00
	18" HDPE	931		\$50.28	\$46,810.68	\$46,810.68			\$46,810,68	100%	00.02	\$2,340,53	Yes	17.00%	\$7,957.82	\$397.89	83.00%	\$38,852.86	\$1,942.64	\$0.00	\$0.00
	24" HDPE	1279		\$73.70	\$94,262.30	\$94,262.30			\$94,262.30	100%	\$0.00	\$4,713.12	Yes	17.00%	\$16,024.59	\$801.23	83.00%	\$78,237.71	\$3,911.89	\$0.00	
	42" HDPE	106		\$246.26	\$26,103,56	\$26,103.56			\$26,103.56	100%	\$0.00	\$1,305.18	Yes	17.00%	\$4,437.61	\$221.88	83.00%	\$21,665.95	\$1,083.30	\$0.00	
	42 HDPE	691	-	\$320.16	\$221,230,56	\$221,230,56			\$221,230,56	100%	\$0.00	\$11,061.53	Yes	17.00%	\$37,609.20	\$1,880.46	83.00%	\$183,621.36	\$9,181.07	\$0.00	\$0.00
	54"/60" HDPE	1462		\$360.14	\$526,524,68	\$526,524,68			\$526,524,68	100%	\$0.00	\$26,326.23	Yes	17.00%	\$89,509.20	\$4,475.46	83.00%	\$437,015.48	\$21,850.77	\$0.00	\$0.00
	60" HDPE	64	IF	\$480.83	\$30,773,12	\$30,773.12		1	\$30,773,12	100%	\$0.00	\$1,538.66	Yes	17.00%	\$5,231.43	\$261.57	83.00%	\$25,541.69	\$1,277.08	\$0.00	\$0.00
	36" HDPE	1394		\$114.98	\$160 282 12	\$160,282,12	-		\$160,282,12	100%	\$0.00	\$8,014.11	Yes	17.00%	\$27,247.96	\$1,362.40	83.00%	\$133,034.16	\$6,651.71	\$0.00	\$0,00
21.	130 HUFE	1 1394	1.0	1 9114.50	3100,202.12	3100,202.12	1	1	1 0100,000,10	10070	00100										

CONTINUATION SHEET				AIA DOCU	aLiti 0705	ADDLICAS	TION NO		Page 3 of 5 Pages	•								
IA Document G702, APPLICATION AND CERTIFICATION ontractor's signed certification is attached.	FOR PAYMENT, containing					APPLICATIO	N DATE:	4/25/2025										
							RIOD TO:	4/25/2025										
e Column I on Contracts where variable retainage for line item			1		1	CHITECT'S PRO.	JECT NO:	Н			к	I	м	N	0	р	0	R
A B	(D WORK CO	MPLETED	F	TOTAL	%			,								-
NO. DESCRIPTION OF WORK	SCHEL	UE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN	COMPLETED AND STORED TO DATE	(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By	Total KP Retainage
	Quantity Unit Price	Total	(0 - 15)		DORE)	(D+E+F)		15 ST				By Cadence			By CDD		KPVBD	-
28. 72" RCP	1381 LF \$747.5	4 \$1,032,352.7	4 \$1,032,352.74			\$1,032,352.74	100%	\$0.00	\$51,617.64	Yes	17.00%	\$175,499.97	\$8,775.00	83.00%	\$856,852.77	\$42,842.64	\$0.00	
29. TYPE "P" MANHOLE	4 EA \$15,330	53 \$61,322.1	2 \$61,322.12			\$61,322.12	100%	\$0.00	\$3,066.11	Yes	17.00%	\$10,424.76	\$521.24	83.00%	\$50,897.36	\$2,544.87	\$0.00	
31. TYPE P-5 WITH "J" BOTTOMS	11 EA \$12,400	26 \$136,402.8	6 \$136,402.86			\$136,402.86	100%	\$0.00	\$6,820.14	Yes	17.00%	\$23,188.49	\$1,159.42	83.00%	\$113,214.37	\$5,660.72	\$0.00	-
32. TYPE P-5 INLETS	25 EA \$6,492.	\$162,322.0	0 \$162,322.00			\$162,322.00	100%	\$0.00	\$8,116.10	Yes	17.00%	\$27,594.74	\$1,379.74	83.00%	\$134,727.26	\$6,736.36	\$0.00	-
33. TYPE P-6 WITH "J" BOTTOMS	8 EA \$14,844	13 \$118,753.04	\$118,753.04			\$118,753.04	100%	\$0.00	\$5,937.65	Yes	17.00%	\$20,188.02	\$1,009.40	83.00%	\$98,565.02	\$4,928.25	\$0.00	-
34. TYPE P-6 INLETS	4 EA \$7,220.	55 \$28,882.60	\$28,882.60			\$28,882.60	100%	\$0.00	\$1,444.13	Yes	17.00%	\$4,910.04	\$245.50	83.00%	\$23,972.56	\$1,198.63	\$0.00	
35. TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1 EA \$33,164	59 \$33,164.59	\$33,164.59			\$33,164.59	100%	\$0.00	\$1,658.23	Yes	17.00%	\$5,637.98	\$281.90	83.00%	\$27,526.61	\$1,376.33	\$0.00	
36. BOX CULVERT 5'X10'	280 LF \$1,319		\$369,546.80			\$369,546.80	100%	\$0.00	\$18,477.34	Yes	17.00%	\$62,822.96	\$3,141.15	83.00%	\$306,723.84	\$15,336.19	\$0.00	-
37. TV LINES	1 LS \$31,524	38 \$31,524.38	\$26,600.00			\$26,600.00	84%	\$4,924.38	\$1,330.00	Yes	17.00%	\$4,522.00	\$226.10	83.00%	\$22,078.00	\$1,103.90	\$0.00	-
38. 8" C-900	487 LF \$50.9		\$24,807.78			\$24,807.78	100%	\$0.00	\$1,240.39	Yes	17.00%	\$4,217.32	\$210.87	83.00%	\$20,590.46	\$1,029.52	\$0.00	-
39. 16" DIP	2.581 LF \$131.1	8 \$338 575 58	\$338,575.58			\$338,575.58	100%	\$0.00	\$16,928.78	Yes	17.00%	\$57,557.85	\$2,877.89	83.00%	\$281,017.73	\$14,050.89	\$0.00	-
40. 12" C-900	2,752 LF \$87.9		\$242,065.92			\$242,065.92	100%	\$0.00	\$12,103.30	Yes	17.00%	\$41,151.21	\$2,057.56	83.00%	\$200,914.71	\$10,045.74	\$0.00	
41. 6" C-900	816 LF \$37.0					\$30,249.12	100%	\$0.00	\$1,512.46	Yes	17.00%	\$5,142.35	\$257.12	83.00%	\$25,106.77	\$1,255.34	\$0.00	
12. 12" GATE VALVE	13 EA \$4,796					\$62,359.05	100%	\$0.00	\$3,117.95	Yes	17.00%	\$10,601.04	\$530.05	83.00%	\$51,758.01	\$2,587.90	\$0.00	
13. 6" GATE VALVE	13 EA \$1,903		the second second second second second second second second second second second second second second second s			\$24,746,15	100%	\$0.00	\$1,237.31	Yes	17.00%	\$4,206.85	\$210.34	83.00%	\$20,539.30	\$1,026.97	00.02	-
44. 16" GATE VALVE	18 EA \$8,950					\$161,108,46	100%	00.02	\$8,055.42	Yes	17.00%	\$27,388.44	\$1,369.42	83.00%	\$133,720.02	\$6,686.00	\$0.00	
45. 8" GATE VALVE	17 EA \$2,648					\$45,031,13	100%	\$0.00	\$2,251.56	Yes	17.00%	\$7,655.29	\$382.76	83.00%	\$37,375.84	\$1,868.79	\$0.00	
	1 EA \$3,474				-	\$0.00	0%	\$3,474,50	\$0.02	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	
46. RELOCATE FHA 47. FIRE HYDRANT ASSEMBLY	18 EA \$6,239					\$112,311,18	100%	\$0.00	\$5,615.56	Yes	17.00%	\$19,092.90	\$954.65	83.00%	\$93,218.28	\$4,660.91	\$0.00	
	1 EA \$7,426					\$7,426.58	100%	50.00	\$371.33	Yes	17.00%	\$1,262.52	\$63.13	83.00%	\$6,164.06	\$308.20	\$0.00	0
	1 EA \$15,160					\$15,160.96	100%	\$0.00	\$758.05	Yes	17.00%	\$2,577.36	\$128.87	83.00%	\$12,583.60	\$629,18	\$0.00	
49. 16"X12" WET TAP	1 EA \$13,160				-	\$33,555,01	100%	\$0.00	\$1,677,75	Yes	17.00%	\$5,704.35	\$285.22	83.00%	\$27,850.66	\$1,392.53	\$0.00	
50. 16"X16" WET TAP	80 LF \$173.4					\$13,872.80	100%	\$0.00	\$693.64	Yes	17.00%	\$2,358,38	\$117.92	83.00%	\$11,514.42	\$575.72	\$0.00	
51. 14"DIRECTIONAL DRILL	2 EA \$2,787			-		\$5,574.60	100%	\$0.00	\$278,73	Yes	17.00%	\$947.68	\$47.38	83,00%	\$4,626.92	\$231.35	\$0.00	
52. JUMPER				\$6,300,00		\$18,200.00	55%	\$15,192,21	\$910.00	Yes	17.00%	\$3,094.00	\$154.70	83.00%	\$15,106.00	\$755.30	\$0.00	
53. RESTORATION/MOT FOR OFFSITE WORK				\$6,300.00	·	\$122,471,75	100%	\$0.00	\$6,123.59	Yes	17.00%	\$20,820,20	\$1.041.01	83.00%	\$101,651.55	\$5,082,58	\$0.00	
54. WATER FITTING	1 LS \$122,47			\$1,975.00		\$11,475.00	100%	\$0.00	\$573.75	Yes	17.00%	\$1,950.75	\$97.54	83.00%	\$9.524.25	\$476.21	\$0.00	
55. TESTING	1 LS \$11,475			\$1,975.00	·	\$264,801,12	100%	\$0.00	\$13,240.06	Yes	17.00%	\$45,016,19	\$2,250.81	83.00%	\$219,784,93	\$10,989.25	\$0.00	1
56. 8" REUSE	5,392 LF \$49.1					\$46,554,50	100%	\$0.00	\$2,327.73	Yes	17.00%	\$7,914,27	\$395.71	83.00%	\$38,640,24	\$1,932.01	\$0.00	
57. 8" GATE VALVE	17 EA \$2,738						100%	\$0.00	\$904.77	Yes	17.00%	\$3,076,20	\$153.81	83.00%	\$15,019.10	\$750.95	\$0.00	
58. 4" REUSE C-900	590 LF \$30.6					\$18,095.30		\$0.00	\$1.607.05	Yes	17.00%	\$5,463.96	\$273.20	83.00%	\$26,676.96	\$1,333.85	\$0.00	
59. 4" GATE VALVE	14 EA \$2,295					\$32,140.92	100%		\$1,607.03		17.00%	\$4,160.91	\$208.05	83.00%	\$20,315.03	\$1,015.75	\$0.00	
60. 30"X8" WET TAP	2 EA \$12,23			\$18,075.94		\$24,475.94	100%	\$0.00		Yes	17.00%	\$1,853.00	\$92.65	83.00%	\$9,047.00	\$452.35	\$0.00	
61. 10" DIRECTIONAL DRILL	80 LF \$136.			\$8,500.00)	\$10,900.00	100%	\$0.00	\$545.00	Yes	17.00%	\$930.63	\$46.53	83.00%	\$4,543.65	\$227.18	\$0.00	
62. REUSE JUMPER	2 EA \$2,737					\$5,474.28	100%	\$0.00	\$273.71	Yes			\$46.53	83.00%	\$34,343.03	\$1,710,71	\$0.00	
33. REUSE FITTINGS	1 LS \$41,221			\$1,721.83	-	\$41,221.83	100%	\$0.00	\$2,061.09	Yes	17.00%	\$7,007.71	\$350.39	83.00%	\$8,092.82	\$404.64	\$0.00	
64. REUSE TESTING	1 LS \$9,750			\$1,450.38		\$9,750.38	100%	\$0.00	\$487.52	Yes	17.00%	\$1,657.56		0010078		\$850.75	\$0.00	
35. TYPE "D" CURB	1,487 LF \$21.2			\$4,300.00		\$20,500.00	65%	\$11,098.75	\$1,025.00	Yes	17.00%	\$3,485.00	\$174.25	83.00%	\$17,015.00 \$401,637.00	\$850.75	\$0.00	
36. TYPE "F" CURB	17,785 LF \$28.1					\$483,900.00	97%	\$16,392.05	\$24,195.00	Yes	17.00%	\$82,263.00	\$4,113.15	83.00%			\$0.00	
67. 10' CONCRETE SIDEWALK	3,647 LF \$61.4		8 \$0.00		-	\$0.00	0%	\$224,071.68	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	- College of the second s	-
68. 10' HCR	11 EA \$2,750	\$30,250.0	0.00			\$0.00	0%	\$30,250.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	
69. 5' SIDEWALK	6,562 LF \$29.9	\$196,466.2	8 \$0.00			\$0.00	0%	\$196,466.28	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	
70. 5' HCR	14 EA \$1,481	25 \$20,737.5	0.00			\$0.00	0%	\$20,737.50	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	
71. 12" STABILIZATION	25,301 SY \$5.4	\$137,131.4	2 \$132,800.00			\$132,800.00	97%	\$4,331.42	\$6,640.00	Yes	17.00%	\$22,576.00	\$1,128.80	83.00%	\$110,224.00	\$5,511.20	\$0.00	
72. 1" SP 12.5 1ST LIFT	21.349 SY \$13.8		9 \$181,000.00	\$99,500.00)	\$280,500.00	95%	\$14,329.69	\$14,025.00	Yes	17.00%	\$47,685.00	\$2,384.25	83.00%	\$232,815.00	\$11,640.75	\$0.00	1

							AIA DOCUM	AENT G703				Page 4 of 5 Pages									
	cument G702, APPLICATION AND CERTIFICATION FO or's signed certification is attached.	R PAYMI	ENT, c	containing					APPLICA APPLICATIO		11 4/25/2025 4/25/2025										
Use Col	umn I on Contracts where variable retainage for line items m	ay apply.						AR	CHITECT'S PRO		4/23/2023										
Α	В			С		D WORK CO	E	F	G	%	Н	I	J	К	L	М	N	0	Р	Q	R
ITEM NO.	DESCRIPTION OF WORK	Overtite	Unit	SCHEDULE VALUE Price	D Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN	COMPLETED AND STORED TO DATE	(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By	Total KPVBD Retainage @ 5%
70	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349		\$17.63	\$376,382.87	\$0.00		D OR E)	(D+E+F) \$0.00	0%	\$376,382.87	\$0.00	Yes	17,00%	By Cadence \$0.00	\$0.00	83.00%	By CDD \$0.00	50.00	KPVBD \$0.00	\$0.00
	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC 1" SP 9.5 ASPHALT	21,349		\$13.71	\$292,694,79	\$180,000.00	\$99,500.00		\$279,500.00	95%	\$13,194.79	\$13,975.00	Yes	17.00%	\$47,515.00	\$2,375.75	83.00%	\$231,985.00	\$11,599.25	\$0.00	\$0.00
	10" LIME ROCK	21,349		\$24.71	\$527,533,79	\$500,340.00	\$5,500.00		\$505,840.00	96%	\$21,693.79	\$25,292.00	Yes	17.00%	\$85,992.80	\$4,299.64	83.00%	\$419,847.20	\$20,992.36	\$0.00	\$0.00
	STAMPED ASPHALT	1,680	SF	\$13.75	\$23,100.00	\$23,100.00			\$23,100.00		\$0.00	\$1,155.00	Yes	17.00%	\$3,927.00	\$196.35	83.00%	\$19,173.00	\$958.65	00.02	\$0.00
	TEMP MARKING	1	LS		\$18,402.50	\$0.00			\$0.00	0%	\$18,402.50	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00
79.	PERMENATE MARKINGS	1	LS	\$72,125.00	\$72,125.00	\$0.00			\$0.00	0%	\$72,125.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00
00		-	+																		
	DRY UTILITIES MOBILIZATION/GENERAL CONDITIONS	1	LS	\$45,120.00	\$45,120.00	\$43,100.00	\$4,200.00		\$47,300.00	105%	(\$2,180.00)	\$2,365.00	Yes	17.00%	\$8,041.00	\$402.05	33,30%	\$15,023.00	\$751.15	\$24,236.00	\$1,211.80
	PERFORMANCE BOND	1	LS	\$60,768.00	\$60,768.00	\$60,768.00	34,200.00		\$60,768.00	100%	\$0.00	\$3,038.40	Yes	17.00%	\$10,330.56	\$516.53	83.00%	\$50,437.44	\$2,521.87	\$0.00	\$0.00
	6" SCHEDULE 40 GREY	60,530		\$25.17	\$1,523,540.10	\$121,900.00			\$121,900.00	8%	\$1,401,640.10	\$6,095.00	Yes	17.00%	\$20,723.00	\$1,036,15	5.12%	\$77,937.00	\$3,896.85	\$23,240.00	\$1,162.00
84.	CONCRETE DUCT BANK	5,490	LF	\$14.97	\$82,185.30	\$0.00			\$0.00		\$82,185.30	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	2" SCHEDULE 40 GREY	15,212	LF		\$229,701.20	\$86,700.00	\$87,120.00		\$173,820.00	76%	\$55,881.20	\$8,691.00	Yes	17.00%	\$29,549.40	\$1,477.47	23.38%	\$53,701.00	\$2,685.05	\$90,569.60	\$4,528.48
	2" FITTINGS	1	LS		\$26,884.00	\$6,500.00	\$13,900.00		\$20,400.00		\$6,484.00 \$993,810.00	\$1,020.00 \$2,100.00	Yes Yes	17.00%	\$3,468.00 \$7,140.00	\$173.40 \$357.00	20.07%	\$5,395.00 \$21,580.00	\$269,75 \$1,079.00	\$11,537.00 \$13,280.00	\$576.85 \$664.00
	4" SCHEDULE 40 GREY 4"& 6" FITTINGS	51,000	LF	\$20.31 \$64,118.00	\$1,035,810.00 \$64,118.00	\$42,000.00 \$32,100.00	\$5,900.00		\$42,000.00 \$38,000.00		\$993,810.00	\$2,100.00	Yes	17.00%	\$6,460.00	\$323.00	26.67%	\$17,098.00	\$854.90	\$13,280.00	\$722.10
	4"& 6" FITTINGS 30' TALL LED SINGLE HEAD LIGHT	22	EA		\$270,028.00	\$32,100.00	\$5,900,00		\$38,000.00		\$270,028.00	\$0.00	Yes	17.00%	\$0,000	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
	30' TALL LED SINGLE HEAD LIGHT 30' TALL POLE WITH TWIN HEADS	24	EA		\$344,712.00	\$0.00			\$0.00		\$344,712.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	ADD BLACKE DYETO CONCRETE POLES	46	EA		\$41,814.00	\$0.00			\$0.00		\$41,814.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	SPLICE BOXES	52	EA		\$300,040.00	\$0.00			\$0.00	0%	\$300,040.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	LAYOUT/AS-BUILTS	1	LS		\$17,410.00	\$14,500.00	\$2,910.00		\$17,410.00	100%	\$0.00	\$870.50	Yes	17.00%	\$2,959.70	\$147.99	23.84%	\$4,150.00	\$207.50	\$10,300.30	\$515.02 \$0.00
	HANDHOLES	15			\$47,175.00	\$0.00			\$0.00	0%	\$47,175.00	\$0.00	Yes	17.00%	\$0.00 \$0.00	\$0.00 \$0.00	0.00%	\$0.00	\$0.00	\$0.00	
94.	MAHOLES	4	EA	\$7,793.00	\$31,172.00	\$0.00			\$0.00	0%	\$31,172.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	30.00	30.00
05	LANDSCAPE/IRRIGATION	-	-	-																	
	MOBILIZATION/GENERAL CONDITIONS	1	LS	\$29,560.00	\$29,560.00	\$19,800.00	\$7,500.00	1	\$27,300.00	92%	\$2,260.00	\$1,365.00	Yes	17.00%	\$4,641.00	\$232.05	83.00%	\$22,659.00	\$1,132.95	\$0.00	\$0.00
	PERFORMANCE BOND	1	LS		\$22,693.00	\$22,693.00			\$22,693.00		\$0.00	\$1,134.65	Yes	17.00%		\$192.89	83.00%	\$18,835.19	\$941.76	\$0.00	
	SURVEY/LAYOUT	1	LS	\$6,880.00	\$6,880.00	\$2,700.00			\$2,700.00	39%	\$4,180.00	\$135.00	Yes	17.00%		\$22.95	83.00%	\$2,241.00	\$112.05	\$0.00	
	LANDSCAPE	1		\$421,116.00		\$0.00			\$0.00	0%	\$421,116.00	\$0.00	Yes	17.00%		\$0.00 \$1,100.75	83.00% 83.00%	\$0.00 \$107,485.00	\$0.00	\$0.00	
100.	IRRIGATION	1	LS			\$106,700.00	\$22,800.00		\$129,500.00		\$264,112.00	\$6,475.00	Yes	17.00%		\$1,100.75	83.00%	\$107,485.00	\$5,374.25	\$0.00	
101.	MAINTENANCE SOD/GROUND COVERING	1	LS		\$73,440.00 \$141,212.00	\$0.00 \$0.00			\$0.00		\$73,440.00 \$141,212.00	\$0.00 \$0.00	Yes Yes	17.00%		\$0.00	83.00%	\$0.00	\$0.00	\$0.00	
102.	SOD/GROUND COVERING		1.5	5141,212.00	\$141,212.00	30.00			30.00	0/8	3(41,212.00	30.00	103	17.007	50.00	20100	01.100.10				
104	Change Order #1 Fire Access Rd	-							1												
	Install Fire Access Rd. 8" Lime Rock with Prime	9,111	SY	\$14.20	\$129,376.20	\$129,376.20			\$129,376.20	100%	\$0.00	\$6,468.81	No	0.00%		\$0.00	100.00%	\$129,376.20	\$6,468.81	\$0.00	\$0.00
106.	Install Two Extra Fire Hydrant Assembly	2	EA	\$6,400.00	\$12,800.00	\$12,800.00			\$12,800.00		\$0.00	\$640.00	No	0.00%		\$0.00 \$0.00		\$12,800.00 \$3,200.00	\$640.00	\$0.00 \$0.00	\$0.00 \$0.00
	Install Extra PVC with Fittings Extra Labor/Crew and Equipment to Facilitate Install	1	LS	\$ 3,200.00	\$3,200.00	\$3,200.00			\$3,200.00 \$69,800.00	100%	\$0.00 \$0.00	\$160.00 \$3,490.00	No No	0.00%		\$0.00	100.00%	\$69,800.00	\$3,490.00		
106.	Extra Laborrolew and Equipment to Pacinitate instan		100	000,000.00	307,800.00	303,800,00			307,000.00	10070	20100										
	Change Order #2													17.00%	(\$979.58)	(\$48.98)	83.00%	(\$4,782.66)	(\$239,13)	\$0.00	\$0.00
	Storm - D-24 Remove 54" HDPE	-16	LF	\$360.14 \$114.98	(\$5,762.24 \$1.839.68	(\$5,762.24) \$1,839.68			(\$5,762.24) \$1,839.68	100%	\$0.00	(\$288.11) \$91.98	Yes Yes	17.00%		\$15.64		\$1,526.93	\$76.35	\$0.00	
	D-24 Add 36" HDPE Reuse - Delete 8"x4" Tee	-1	EA		(\$281.00	(\$281.00)			(\$281.00)) 100%	\$0.00	(\$14.05)	Yes	17.00%	(\$47.77)	(\$2.39)	83.00%	(\$233.23)	(\$11.66)	\$0.00	\$0.00
	Delete 8" Gate Valve	-1	EA	\$2,648.89	(\$2,648.89	(\$2,648.89)		(\$2,648.89)) 100%	\$0.00	(\$132.44)	Yes	17.00%		(\$22.52)		(\$2,198.58)	(\$109.93)	\$0.00	
113.	Add 4" PVC Reuse Pipe		LF		\$2,146.90	\$2,146.90			\$2,146.90		\$0.00 \$0.00	\$107.35 \$2,059.00	Yes Yes	17.00%		\$18.25 \$350.03		\$1,781.93 \$34,179.40	\$89.10 \$1,708.97	\$0.00 \$0.00	
114.	Add Storm Structure D-72 Curb Minus - "F" Curb	-171	LS		\$41,180.00 (\$4,810.23	\$41,180.00 (\$4,810.23	1		\$41,180.00 (\$4,810.23	100%	\$0.00	(\$240.51)	Yes	17.00%		(\$40.89)		(\$3,992.49)		\$0.00	\$0.00
	Add- Type "D" Curb		LF		\$4,890.72	\$4,890.72	1		\$4,890.72	100%	\$0.00	\$244.54	Yes	17.00%	\$831.42	\$41.57	83.00%	\$4,059.30	\$202.96	\$0.00	\$0.00
117.	Add 54"/60" HP	54	LF	\$360.14	\$19,447.56	\$19,447.56			\$19,447.56		\$0.00	\$972.38	Yes	17.00%		\$165.30	83.00%	\$16,141.47	\$807.07	\$0.00	
118.	Add 54"/60 Cap	1		\$1,170.00	\$1,170.00	\$1,170.00			\$1,170.00 (\$1,910.64)	100%	\$0.00 \$0.00	\$58.50 (\$95.53)	Yes Yes	17.00%		\$9.95 (\$16.24)		\$971.10	\$48.56	\$0.00	
	D-21 - Delete 18" HP D-21 - Add 48" HP	-38	LF		(\$1,910.64 \$40,020.00	\$40,020.00			\$40,020.00	100%	\$0.00	\$2,001.00	Yes	17.00%		\$340.17		\$33,216.60	\$1,660.83	\$0.00	
120.	D-21 - Add 48 HP D-21 - Add 48" Cap	125	EA		\$770.00	\$770.00			\$770.00	100%	\$0,00	\$38.50	Yes	17.00%		\$6.55	83.00%	\$639.10	\$31.96	\$0.00	\$0.00
123.	D-21 - Add Core	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00		\$0.00	\$72.00	Yes	17.00%		\$12.24		\$1,195.20 \$1,526.93	\$59.76	\$0.00	\$0.00 \$0.00
124.	D-22 - 36" HP	16		\$114.98	\$1,839.68				\$1,839.68	100%	00.02 \$0.00	\$91.98 \$31.00	Yes	17.00%		\$15.64 \$5.27	83.00%	\$1,526.93	\$76.33	\$0.00	
	Add - 36" Cap Add - 36" Core	1	EA		\$620.00	\$620.00			\$580.00		\$0.00	\$29.00	Yes	17.00%	\$98.60	\$4.93	83.00%	\$481.40	\$24.07	\$0.00	\$0.00
127.	Force Main Add - 6" PVC FM Pipe	185		\$50.13	\$9,274.05	\$9,274.05			\$9,274.05	100%	\$0.00	\$463.70	Yes	17.00%	\$1,576.59	\$78.83		\$7,697.46		\$0.00	\$0.00
128.	Add - 10"x6" Tee	2	EA	\$998.00	\$1,996.00	\$1,996.00			\$1,996.00	100%	\$0.00	\$99.80	Yes	17.00%		\$16.97		\$1,656.68	\$82.83	\$0.00	
129.	Add-10" Plug Valve	2	EA		\$11,239.50	\$11,239.50			\$11,239.50 \$7,810.34	100%	\$0.00	\$561.98 \$390.52	Yes	17.00%		\$95.54 \$66.39		\$9,328.79 \$6,482.58	\$466.44		\$0.00
	Add-6" Plug Valve Add-6" Cap	2	EA		\$7,810.34	\$7,810.34 \$394.00		1	\$7,810.34	100%	\$0.00	\$390.52	Yes	17.00%	\$1,327.76	\$3.35		\$327.02	\$16.35	\$0.00	\$0.00
	Reuse Main Add - 6" PVC FM Pipe	90		\$50.13	\$4,511.70	\$4,511.70			\$4,511.70	100%	\$0.00	\$225.59	Yes	17.00%	\$766.99	\$38.35	83.00%	\$3,744.71	\$187.24	\$0.00	\$0.00
133.	4" Gate Valve	1	EA	\$990.00	\$990.00	\$990.00			\$990.00	100%	\$0.00	\$49.50	Yes	17.00%		\$8.42	83.00%	\$821.70	\$41.09	\$0.00	\$0.00
	4" Stub Out Water -Delete 16"x6" Tee	-1			\$705.00 (\$810.00	\$705.00			\$705.00	100%	\$0.00 \$0.00	\$35.25 (\$40.50)	Yes Yes	17.00%		\$5.99 (\$6.89)		\$585.15 (\$672.30)	\$29.26	\$0.00 \$0.00	\$0.00 \$0.00
	Water -Delete 16"x6" Tee Delete 16"x8" Tee		EA		(\$1,020.00				(\$1,020.00)	100%	\$0.00	(\$40.50)	Yes	17.00%				(\$846.60)	(\$42.33)	\$0.00	
_100.	Denete at no 166		1 4/3	1 24,010.000	In the town too	1013030100			(01)00000	1 100.0	1 23/00	(001100)									

ALA D	ment G702, APPLICATION AND CERTIFICATION FO	DP PAVM	ENT c	ontaini				AIA DOCUM	AENT G703	APPLICA	TION NO:	11	Page 5 of 5 Pages									
	r's signed certification is attached.	JKTAIM	ENT, C	Annann	шĶ					APPLICATIC	N DATE: RIOD TO:	4/25/2025 4/25/2025										
Use Colun	nn I on Contracts where variable retainage for line items r	nay apply.	_						AR	CHITECT'S PRO	ECT NO:				T		М	N	0	Р	0	P
A	В	-			С		D WORK COMPLETED	E	F MATERIALS	G TOTAL	-	Н	I	J	К	L	м			P		K
ITEM NO.	DESCRIPTION OF WORK		1		HEDULEI VALUE		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN	COMPLETED AND STORED TO DATE	(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By	Total KPVBD Retainage @ 5%
		Quantity			Price	Total			D OR E)	(D+E+F)					17.00%	By Cadence (\$323.60)	(\$16.18)	83.00%	By CDD (\$1,579.95)	(\$79.00)	KPVBD \$0.00	\$0.00
	elete 6" Gate	-1	EA		903.55	(\$1,903.55)	(\$1,903.55)			(\$1,903.55) (\$8,950.47)	100%	\$0.00 \$0.00	(\$95.18) (\$447.52)	Yes	17.00%	(\$323.60) (\$1,521.58)	(\$76.08)	83.00%	(\$7,428,89)	(\$371.44)	\$0.00	00.02
	elete 16" Gate Valve	-1	EA		950.47	(\$8,950.47)	(\$8,950.47) (\$3,056.40)			(\$3,950.47)	100%	\$0.00	(\$152.82)	Yes	17.00%	(\$519.59)	(\$25.98)	83.00%	(\$2,536.81)	(\$126,84)	50.00	\$0.00
	elete 8" PVC Pipe	-60			50.94 37.07	(\$3,056.40) (\$2,224.20)	(\$2,224.20)			(\$2,224,20)	100%	\$0.00	(\$111.21)	Yes	17.00%	(\$378.11)	(\$18.91)	83.00%	(\$1,846.09)	(\$92.30)	\$0.00	\$0.00
	elete 6" PVC Pipe elete 6" Cap	-00			02.00	(\$202.00)	(\$202.00)			(\$202.00)	100%	\$0.00	(\$10,10)	Yes	17.00%	(\$34.34)	(\$1.72)	83.00%	(\$167.66)	(\$8.38)	\$0.00	\$0.00
	elete 8" Cap	-1	EA		74.00	(\$274.00)	(\$274.00)			(\$274.00)	100%	\$0,00	(\$13.70)	Yes	17.00%	(\$46.58)	(\$2.33)	83.00%	(\$227.42)	(\$11.37)	\$0.00	\$0.00
	6" x10" Cross	1	EA		440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%	\$0.00	\$72.00	Yes	17.00%	\$244.80	\$12.24	83.00%	\$1,195.20	\$59.76	\$0.00	00.08
	0" Gate Valves	2			202.00	\$8,404.00	\$8,404.00			\$8,404.00	100%	\$0.00	\$420.20	Yes	17.00%	\$1,428.68	\$71.43	83.00%	\$6,975.32	\$348.77	\$0.00	\$0.00
	0" PVC C-900	125			74.90	\$9,362.50	\$9,362.50			\$9,362.50	100%	\$0.00	\$468.13	Yes	17.00%	\$1,591.63	\$79.58	83.00%	\$7,770.88	\$388.54	\$0.00	\$0.00
	0" Stub Outs	2			40.00	\$480.00	\$480.00			\$480.00	100%	\$0.00	\$24.00	Yes	17.00%	\$81.60	\$4.08	83.00% 83.00%	\$398.40 (\$19,173.00)	\$19.92 (\$958.65)	\$0.00 \$0.00	00.02 00.02
	tamped Asphalt - Delete	-1680			13.75	(\$23,100.00)	(\$23,100.00)			(\$23,100.00)	100%	\$0.00	(\$1,155.00)	Yes	17.00%	(\$3,927.00)	(\$196.35) (\$58.34)	83.00%	(\$19,173.00) (\$5,696.89)	(\$958.65) (\$284.84)	\$0.00	\$0.00
	urb Minus - "F" Curb	-244			28.13	(\$6,863.72)	(\$6,863.72)			(\$6,863.72) \$6,485.52	100%	\$0.00 \$0.00	(\$343.19) \$324.28	Yes	17.00%	(\$1,166.83) \$1,102.54	\$55.13	83.00%	\$5,382.98	\$269.15	\$0.00	\$0.00
	dd- Type "D" Curb	244			26.58	\$6,485.52	\$6,485.52 \$11,280.00			\$6,485.52 \$11,280.00	100%	\$0.00	\$324.28 \$564.00	Yes	17.00%	\$1,102.54	\$95.88	83.00%	\$9,362.40	\$468,12	\$0.00	\$0.00
	torm - D-90 Storm Manhole Added	1			,280.00	\$11,280.00	\$11,280.00			\$11,280.00	100%	\$0.00	\$564.00	Yes	17.00%	\$1,917.60	\$95.88	83.00%	\$9,362.40	\$468.12	\$0.00	\$0.00
	-91 Storm Manhole Added dd - 48" Core D-60	1			,280.00	\$11,280.00 \$1,440.00	\$11,280.00			\$1,280.00	100%	\$0.00	\$72.00	Yes	17.00%	\$244.80	\$12.24	83.00%	\$1,195.20	\$59.76	\$0.00	\$0.00
	dd - 48" Core D-60 dd - 48" Core D-90	1	EA		440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%	\$0.00	\$72.00	Yes	17,00%	\$244.80	\$12.24	83.00%	\$1,195.20	\$59.76	\$0.00	\$0.00
	dd 48" HP Pipe	132			20.16	\$42,261,12	\$42,261.12			\$42,261.12	100%	\$0.00	\$2,113.06	Yes	17.00%	\$7,184.39	\$359.22	83.00%	\$35,076.73	\$1,753.84	\$0.00	\$0.00
	Vater - 10" Gate Valves	2	EA		202.00	\$8,404.00	\$8,404.00			\$8,404.00	100%	\$0.00	\$420.20	Yes	17.00%	\$1,428.68	\$71.43	83.00%	\$6,975.32	\$348.77	\$0.00	\$0.00
	0" PVC C-900	125			74.90	\$9,362.50	\$9,362.50			\$9,362.50	100%	\$0,00	\$468.13	Yes	17.00%	\$1,591.63	\$79.58	83.00%	\$7,770.88	\$388.54	\$0.00	\$0.00
	elete 16" Gate Valve	-1		\$8,	950.47	(\$8,950.47)	(\$8,950.47)			(\$8,950.47)	100%	\$0.00	(\$447.52)	Yes	17.00%	(\$1,521.58)	(\$76.08)	83.00%	(\$7,428.89)	(\$371.44)	\$0.00	\$0.00 \$0.00
158. D	elete 6" PVC C-900	-60	LF	\$	37.07	(\$2,224.20)	(\$2,224.20)			(\$2,224.20)	100%	\$0.00	(\$111.21)	Yes	17.00%	(\$378.11)	(\$18.91)	83.00% 83.00%	(\$1,846.09) (\$2,536.81)	(\$92.30) (\$126.84)	\$0.00 \$0.00	\$0.00
159. D	elete 8" PVC C-900	-60			50.94	(\$3,056.40)	(\$3,056.40)			(\$3,056.40)	100%	\$0.00	(\$152.82)	Yes	17.00%	(\$519.59)	(\$25.98) \$13.03	83.00% 83.00%	(\$2,536.81) \$1,272.81	\$63.64	\$0.00 \$0.00	\$0.00
	euse - Add - 4" PVC Pipe	50			30.67	\$1,533.50	\$1,533.50			\$1,533.50	100%	\$0.00	\$76.68 \$125.33	Yes	17.00%	\$260.70 \$426.11	\$13.03	83.00%	\$2,080,40	\$104.02	\$0.00	\$0.00
	orce Main - Add - 6" PVC Pipe STA 12+70	50			50.13	\$2,506.50	\$2,506.50	(\$6,413,64)		\$2,506.50 (\$6,413.64)	100%	\$0.00 \$0.00	(\$320.68)	Yes	17.00%	(\$1,090.32)	(\$54.52)	83.00%	(\$5,323,32)	(\$266,17)	\$0.00	\$0.00
	urb Minus - "F" Curb		LF		28.13	(\$6,413.64) \$6,060.24	\$0.00 \$0.00	\$6,060.24		\$6,060.24	100%	\$0.00	\$303.01	Yes	17.00%	\$1,030,24	\$51.51	83.00%	\$5,030.00	\$251.50	\$0.00	\$0.00
	dd- Type "D" Curb	228	LF		26.58	(\$10,097.43)	(\$10,097.43)	\$0,000.24	-	(\$10,097,43)	100%	\$0.00	(\$504.87)	Yes	17.00%	(\$1,716.56)	(\$85.83)	83.00%	(\$8,380.87)	(\$419.04)	\$0.00	\$0.00
	torm - Delete 60" HP - 16+70 dd - Adjust D-47	-21	LS		590.00	\$590.00	\$590.00		-	\$590.00	100%	\$0.00	\$29.50	Yes	17.00%	\$100.30	\$5.02	83.00%	\$489.70	\$24.49	\$0.00	\$0.00
	dd - Adjust D-47 dd - Adjust D-07	1	LS		530.00	\$630.00	\$630.00			\$630.00	100%	\$0.00	\$31.50	Yes	17.00%	\$107.10	\$5.36	83.00%	\$522.90	\$26.15	00.02	\$0.00
	Vater - Add - 8" C-900	55	LF		50.94	\$2,801,70	\$2,801.70			\$2,801.70	100%	\$0.00	\$140.09	Yes	17.00%	\$476.29	\$23.81	83.00%	\$2,325.41	\$116.27	\$0.00	\$0.00
	euse - Add - 4" PVC Pipe	55			30.67	\$1,686.85	\$1,686.85			\$1,686.85	100%	\$0.00	\$84.34	Yes	17.00%	\$286.76	\$14.34	83.00%	\$1,400.09	\$70.00	\$0.00	\$0.00
	orce Main - Add - 6" PVC Pipe STA 16+69	55			50.13	\$2,757.15	\$2,757.15			\$2,757.15	100%	\$0.00	\$137.86	Yes	17.00%	\$468.72	\$23.44	83.00%	\$2,288.43	\$114.42 \$539.25	\$0.00	\$0.00 \$0.00
171. St	urvey/3-D Files	1	LS		,994.00	\$12,994.00	\$11,400.00	\$1,594.00		\$12,994.00	100%	\$0.00	\$649.70	Yes	17.00%	\$2,208.98	\$110.45 \$50.15	83.00% 83.00%	\$10,785.02 \$4,897.00	\$339.25	\$0.00 \$0.00	\$0.00
172. A		1			644.00	\$7,644.00	\$5,900.00			\$5,900.00	77%	\$1,744.00	\$295,00	Yes	17.00%	\$1,003.00 \$4,947.00	\$247.35	83.00%	\$24,153.00	\$1,207.65	\$0.00	\$0.00
	dditional Well Abandonment	3			700.00	\$29,100.00	\$29,100.00			\$29,100.00	100%	\$0.00	\$1,455.00 \$0.00	Yes Yes	17.00%	\$4,947.00	\$0.00	83,00%	\$0.00	\$0.00	\$0.00	\$0.00
	urb Minus - "F" Curb		LF		28.13	(\$3,685.03) \$3,481.98	\$0.00 \$0.00			\$0.00 \$0.00	0%	(\$3,685.03) \$3,481.98	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00
	dd- Type "D" Curb	131			26.58	\$3,481.98	\$3,145.80			\$3,145.80	100%	\$0.00	\$157.29	Yes	17.00%	\$534.79	\$26.74	83.00%	\$2,611.01	\$130.55	\$0.00	\$0.00
	Vater - Add - 10" PVC C-900	42			.890.00	\$11,890,00	\$9,500.00	\$2,390.00		\$11,890.00	100%	\$0.00	\$594.50	Yes	17.00%	\$2,021.30	\$101.07	83.00%	\$9,868.70	\$493.44	\$0.00	\$0.00
177. G	irading - Super Elevate Roadway	1160			3.69	\$4,280.40	\$9,500.00	34,.30,00		\$0.00	0%	\$4,280.40	\$0.00	Yes	17.00%	\$0.00		83.00%	\$0.00	\$0.00	\$0.00	00.02
	ad sou add - Type P-8 Inlet Tops	3	EA		345.00	\$10,035.00	\$8,800.00	\$1,235.00		\$10,035.00	100%	\$0.00	\$501.75	Yes	17.00%	\$1,705.95	\$85.30	83,00%	\$8,329.05	\$416.45	\$0,00	
	dd Type "D" Curb	400			26.58	\$10,632.00	\$0.00	\$10,632.00		\$10,632.00	100%	\$0.00	\$531.60	Yes	17.00%	\$1,807.44		83.00%	\$8,824.56	\$441.23	\$0.00	\$0.00
	urvey/3D File	1			715.00	\$6,715.00	\$5,200.00	\$1,515.00		\$6,715.00	100%	\$0.00	\$335.75	Yes	17.00%	\$1,141.55	\$57.08	83.00%	\$5,573.45	\$278.67 \$99.60	\$0.00 \$0.00	\$0.00 \$0.00
182. A		1	LS	\$4,	110.00	\$4,110.00	\$1,200.00	\$1,200.00		\$2,400.00	58%	\$1,710.00	\$120.00	Yes	17.00%	\$408.00 \$0.00	\$20.40	83.00% 83.00%	\$1,992.00 \$0.00	\$99.60	\$0.00	
183. A	dded Markings and Signs	1	LS	\$5,	360.00	\$5,360.00	\$0.00		-	\$0.00	0%	\$5,360.00	\$0.00	Yes	17.00%	\$0.00	50.00	8.3.00%	50.00	50,00	50.00	30.00
			-	-																		1
	hange Order #3	1000	1.0	-	12.10	\$25,460.00	\$25,460.00			\$25,460.00	100%	\$0.00	\$1,273.00	Yes	17.00%	\$4,328,20	\$216.41	83.00%	\$21,131.80	\$1,056.59	\$0.00	\$0.00
	" Irrigation - Sleeving	1900			13.40	\$25,460.00	\$25,460.00			\$25,460.00	100%	00.02 S0.00	\$1,273,00	Yes	17.00%	\$272.00	\$13.60	83.00%	\$1,328.00	\$66.40	00.0 2	\$0.00
	ayout for Sleeving	1			,600.00	\$1,600.00	\$1,600.00			\$3,300.00	100%	\$0.00	\$165.00	Yes	17.00%	\$561.00	\$28.05	83.00%	\$2,739.00	\$136.95	\$0.00	\$0.00
180. A	s-Built and Locate Sleeving	1	15	23,		33,300.00	\$3,300.00					1.00										
\vdash		+	+	1			1															
-+		1	+	-	_												_					
SU	UBTOTAL			1		\$14,744,957.07	\$8,711,051.78	\$421,398.11	\$0.00	\$9,132,449.89	62%	\$5,704,062.18	\$456,622.49			\$1,515,936.53	\$75,796.83		\$7,428,908.46	\$371,445.42	\$187,604.90	\$9,380.25
	GRAND TOTALS		-	-		\$14,744,957.07	\$8,711,051.78	\$421,398.11	\$0,00	\$9,132,449.89		\$5,704,062.18	\$456,622,49			\$1,515,936.53	\$75,796.83		\$7,428,908,46	\$371,445.42	\$187,604.90	\$9,380.25

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of 400,328.21, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 04/25/2025 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

<u>S of Kelly Park Rd & Effie Dr.</u> <u>3620 W Kelly Park Rd.</u> <u>Apopka, FL 32712, Orange County (description of property)</u>

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

DATED on May 30, 2025.

Lienor <u>RCS Construction Company, Inc.</u> Address <u>295 E SR 50, Suite 1,</u> <u>Clerinont, FL 34711</u> By: <u>Print Nane: Jody Bass</u>

Its: Vice President

State of Florida County of <u>Lake</u> The foregoing instrument was acknowledged before me this <u>30th</u> day of <u>May</u>, 20<u>25</u>, by, as of said company, who has presented as identification or is <u>personally known to</u> <u>me</u>.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026

Signature of Notary Public (Seal) autra

Victoria E Lauteria Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA COUNTY OF LAKE

BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared <u>Jody Bass</u>, who being by me first duly sworn, deposes and says:

- 1. The facts and matters contained and recited in the Affidavit are based upon personal knowledge of the Affiant.
- 2. Affiant is the Owner of <u>RCS Construction Company, Inc.</u>, a North Dakota Corporation company (hereinafter the "Contractor")
- 3. Contractor and <u>Kelly Park VB Development, LLC</u> (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated <u>December 4, 2023</u> (hereinafter the "contract").
- 4. Affiant now requests partial payment under the Contract. In Consideration of Owner providing such partial payment, Contractor hereby provides this Affidavit upon which Owner intends to rely.
- Contractor is not aware of any Claims that would require an adjustment of the Contract Time or the Contract Price except for any Change Order Requests or Change Order Proposals previously submitted in writing to Owner prior to execution of this Affidavit.
- 6. Contractor releases any Claims for an adjustment to the Contract Time or the Contract Price except for those previously made in writing and delivered to Owner prior to execution of this Affidavit.
- Affiant states that all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien upon Progress Payment forms for every such potential lienors are provided herewith through <u>04/25/2025</u>.
- 8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site through the date of this Affidavit have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Waiver and Release of Lien Upon Progress Payment forms for every such potential lienor are provided herewith, except as provided below:

Na	me of Lie	nor
Or	Potential	Lienor

Amount due for labor, services or materials furnished, delivered, Installed or performed ¥

1. Acme Barricades	\$310.34
2. City Electric Supply Co	\$0.00
3. County Materials Corporation	\$9,431.64
4. Dixie Lime & Stone	\$0.00
5. Florida Cracker Underground	\$8,000.00
6. Florida Design Consultants	\$2,991.00
7. Formasters Concrete Specialists	\$27,500.00
8. Mac Tapping, Inc.	\$500.00
9. National Trench Safety	\$2,873.55
10. Newsome Land Clearing, LLC	\$49,252.81
11. Prime Masters, Inc.	\$2,538.78
12. R&M Trucking Solutions Group	\$5,092.10
13. Seminole Asphalt Paving, Inc.	\$125,674.48
14. Street Smart Rentals	\$1,389.93
15. Volusia General Contractors & Trinity Construction Products, Inc.	\$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc. ____, Affiant

Page 2 of 3

Sworn to and subscribed before me this <u>29th</u> day of <u>May</u>,2025, by <u>Jody Bass</u>, who (check one): [X] is personally known to me, [] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit: ______. Affiant did take an oath.



VICTORIA E. LAUTERIA Notary Public State of Florida Comm# HH276625 Expires 6/19/2026

Print Name: Victo	oria E Lauteria	_
Notary Public, State	e of Florida	
Commission No.:	HH276625	
My Commission Ex	pires: 06/19/2026	

JOINDER AND INDEMNIFY AGREEMENT

Contractor, joins in the execution of this Affidavit for the purpose of adopting all representations of fact contained therein. Contractor understands that this Affidavit will be relied upon by Owner for all purposes relating to the Contract. Contractor agrees to indemnify, hold harmless and defend the Owner from, against and with respect to any and all loss, cost, damage and expense, including reasonable attorneys' fees, arising out of any claims by laborers, subcontractors or materialmen who might claim that they have not been paid for labor, services or material.

A Florida Corporation Company
Local Lang
By: CUC · VCV
Name: _Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

REQUISITION

The undersigned, an Authorized Officer of Golden Gem Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of June 1, 2024 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of June 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 46
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$363.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Phase 1 Project and each represents a Cost of the Phase 1 Project, and has not previously been paid.

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain. Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Phase 1 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Phase 1 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

Um m Rom

Consulting Engineer

Kevin M Roberson Kimley-Horn and Associates, Inc

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

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. 3569894 Client Matter No. 47123-4 Notification Email: eftgroup@kutakrock.com

Mr. George Flint Golden Gem CDD c/o Governmental Management Services 219 East Livingston Street Orlando, FL 32801

Invoice No. 3569894 47123-4

Re: Series 2024 Construction							
For Professional Legal Services Rendered							
04/01/25	A. Willson	1.10	363.00	Review and revise letter agreement with City regarding transportation credits; confer with Kaleita and Edwards regarding same			
TOTAL H	OURS	1.10					
TOTAL FOR SERVICES RENDERED			\$363.00				
TOTAL CURRENT AMOUNT DUE			<u>\$363.00</u>				

SECTION IX

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR THE FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025/2026"), attached as **Exhibit A**.

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

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

SECTION 2. This Resolution shall become effective immediately upon its adoption.

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

ATTEST:

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

BOARD OF SUPERVISORS MEETING DATES GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

The Board of Supervisors of Golden Gem Community Development District will hold their regular meetings for the Fiscal Year 2025/2026 at <u>10:30 AM</u> on the <u>second Wednesday</u> of each month at the <u>Offices of GMS-CF, LLC</u>, <u>219 E. Livingston Street</u>, <u>Orlando, FL 32801</u>, unless otherwise indicated as follows:

October 8, 2025 November 12, 2025 December 10, 2025 January 14, 2026 February 11, 2026 March 11, 2026 April 8, 2026 May 13, 2026 June 10, 2026 July 8, 2026 August 12, 2026 September 9, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

SECTION X



Memorandum

To: Board of Supervisors

From: District Management

Date: June 11, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

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 that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 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, 2025 - September 30, 2026

<u>1. Community Communication and Engagement</u>

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 \Box No \Box

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

District Manager:_____ Print Name:_____ Golden Gem Community Development District

Date:	

SECTION XI

SECTION B
SECTION 1



Revision #13 FM Reverse Tap, Due to Gas Main location Infrastructure - Wyld Oaks Date: 4/17/2025 Change Order -05

Kelly Park Roadway Work

CO #	General Description	Quantity	U/M	Unit Cost	Notes	Days	Total CO	
	Revision 13				`			
1	Cut/Remove Pavement for Force Main Tap on Kelly Park Road	1	LS	\$2,600.00		0.5	\$	2,780.00
2	Additional 10" Reuse Main	28	LF	\$74.90		1	\$	2,097.20
3	Fittings	1	LS	\$1,820.00		1	\$	1,820.00
4	МОТ	1	LS	\$6,400.00		1	\$	6,400.00
5	Layout/As-Built	1	LS	\$2,465.00		2	\$	2,465.00
6	Relocate FHA	-1	LS	\$3,474.50		-1	\$ ((3,474.50)
7	Patch Roadway	1	LS	\$4,200.00		2	\$	4,200.00
8	Additional Coverage Builder Risk Until May 2025	1	LS	\$20,668.75		0	\$ 2	20,668.75

TOTAL CHANGE ORDERS TO DATE - FIVE

Total Days

\$ 36,956.45

6.5

Revision #13 FM Reverse Tap, Due to Gas Main location

SECTION C

SECTION 1

Community Development District

Unaudited Financial Reporting

May 31, 2025



Table of Contents

1	Balance Sheet
2	General Fund
3	Series 2024 Debt Service Fund
4	Series 2024 Capital Projects Fund
5	Month to Month
6	Long Term Debt Report

Community Development District **Combined Balance Sheet**

May	31,	2025	
-----	-----	------	--

	eneral Fund	D	ebt Service Fund	Сар	ital Projects Fund	Total Governmental Funds				
Assets:										
<u>Cash:</u>										
Operating Account	\$ 7,201	\$	-	\$	-	\$	7,201			
<u>Investments</u>										
<u>Series 2024</u>										
Revenue	\$ -	\$	-	\$	-	\$	-			
Interest	\$ -	\$	-	\$	-	\$	-			
Sinking Fund	\$ -	\$	-	\$	-	\$	-			
Prepayment	\$ -	\$	-	\$	-	\$	-			
Reserve	\$ -	\$	2,712,768	\$	-	\$	2,712,768			
Capitalized Interest	\$ -	\$	1,287,752	\$	-	\$	1,287,752			
Acquisition & Construction	\$ -	\$	-	\$	7,868,904	\$	7,868,904			
Cost of Issuance	\$ -	\$	-	\$	-	\$	-			
Due from Developer	\$ -	\$	-	\$	-	\$	-			
Due from Capital Projects Fund	\$ -	\$	-	\$	-	\$	-			
Due from General Fund	\$ -	\$	-	\$	-	\$	-			
Prepaid Expenditures	\$ -	\$	-	\$	-	\$	-			

Total Assets	\$ 7,201	\$	4,000,519	\$	7,868,904	\$	11,876,624
Liabilities:							
Accounts Payable	\$ 8,340	\$	-	\$	-	\$	8,340
Accrued Expenses	\$ -	\$	-	\$	-	\$	-
Contracts Payable	\$ -	\$	-	\$	-	\$	-
Due to Capital	\$ -	\$	-	\$	-	\$	-
Due to General Fund	\$ -	\$	-	\$	-	\$	-
Total Liabilites	\$ 8,340	\$	-	\$	-	\$	8,340
Fund Balance:							
Nonspendable:							
Deposits and Prepaid Items	\$ -	\$	-	\$	-	\$	-
Assigned:							
Debt Service - Series 2024	\$ -	\$	4,000,519	\$	-	\$	4,000,519
Capital Projects Fund	\$ -	\$	-	\$	7,868,904	\$	7,868,904
Unassigned	\$ (1,139)	\$	-	\$	-	\$	(1,139)
Total Fund Balances	\$ (1,139)	\$	4,000,519	\$	7,868,904	\$	11,868,284
		*		•		*	
Total Liabilities & Fund Balance	\$ 7,201	\$	4,000,519	\$	7,868,904	\$	11,876,624

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2025

		Adopted	Pror	ated Budget		Actual		
		Budget			_	ru 05/31/25	١	Variance
				10,01,20				
Revenues:								
Developer Contributions	\$	153,628	\$	86,713	\$	86,713	\$	-
Total Revenues	\$	153,628	\$	86,713	\$	86,713	\$	-
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	12,000	\$	8,000	\$	2,600	\$	5,400
FICA Expenditures	\$	918	\$	612	\$	199	\$	413
Engineering	\$	15,000	\$	10,000	\$	2,495	\$	7,505
Attorney	\$	25,000	\$	16,667	\$	5,953	\$	10,714
Annual Audit	\$	5,000	\$	5,000	\$	4,600	\$	400
Assessment Administration	\$	5,000	\$	· -	\$	-	\$	-
Arbitrage	\$	450	\$	-	\$	-	\$	-
Dissemination	\$	5,000	\$	3,333	\$	3,333	\$	(0)
Trustee Fees	\$	5,000	\$	-	\$	-	\$	-
Management Fees	\$	37,500	\$	25,000	\$	25,000	\$	
Information Technology	\$	1,800	\$	1,200	\$	1,200	\$	-
Website Maintenance	\$	1,200	\$	800	\$	800	\$	-
Telephone	\$	300	\$	200	\$	-	\$	200
Postage & Delivery	\$	1,000	\$	667	\$	96	\$	571
Insurance	\$	6,000	\$	6,000	\$	5,000	\$	1,000
Printing & Binding	\$	1,000	\$	667	\$	41	\$	626
Legal Advertising	\$	15,000	\$	10,000	\$	398	\$	9,602
Contingency	\$	5,000	\$	3,333	\$	327	\$	3,007
Office Supplies	\$	625	\$	417	\$	0	\$	416
Travel Per Diem	\$	660	\$	440	\$	-	\$	440
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-
Property Taxes	\$	-	\$	-	\$	35,636	\$	(35,636)
Total Administrative Expenditures	\$	143,628	\$	92,510	\$	87,852	\$	4,658
	<i>.</i>	10.000	¢		¢		¢	
Contingency	\$	10,000	\$	6,667	\$	-	\$	6,667
Total Field Expenditures	\$	10,000	\$	6,667	\$	-	\$	6,667
Total Expenditures	\$	153,628	\$	99,177	\$	87,852	\$	11,325
Excess (Deficiency) of Revenues over Expenditu	ures \$		\$	(12,464)	\$	(1,139)		
Fund Balance - Beginning	\$				\$			
runu balance - beginning	¢	-			¢	-		
Fund Balance - Ending	\$	-			\$	(1,139)		

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2025

	A	lopted	Prora	ted Budge		Actual	
	В	udget	Thru	05/31/25	Tł	nru 05/31/25	Variance
<u>Revenues:</u>							
Assessments - Tax Roll	\$	-	\$	-	\$	-	\$ -
Interest	\$	-	\$	-	\$	154,018	\$ 154,018
Total Revenues	\$	-	\$	-	\$	154,018	\$ 154,018
<u>Expenditures:</u>							
Interest - 11/1	\$	-	\$	-	\$	813,882	\$ (813,882)
Principal - 5/1	\$	-	\$	-	\$	-	\$ -
Interest - 5/1	\$	-	\$	-	\$	1,069,334	\$ (1,069,334)
Total Expenditures	\$	-	\$	-	\$	1,883,216	\$ (1,883,216)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(1,729,197)	
Other Financing Sources/(Uses):							
Bond Proceeds	\$	-	\$	-	\$	-	\$ -
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$	-	\$	-	\$	(1,729,197)	\$ -
Fund Balance - Beginning	\$	-	\$	-	\$	5,729,717	\$ -
Fund Balance - Ending	\$	-	\$	-	\$	4,000,519	\$ -

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2025

	А	dopted	Prora	ted Budget		Actual	
	I	Budget	Thru	05/31/25	Thr	ru 05/31/25	Variance
Revenues:							
Developer Advances	\$	-	\$	-	\$	-	\$ -
Developer Contributions	\$	-	\$	-	\$	-	\$ -
Interest	\$	-	\$	-	\$	431,262	\$ 431,262
Total Revenues	\$	-	\$	-	\$	431,262	\$ 431,262
Expenditures:							
<u>General & Administrative:</u>							
Capital Outlay	\$	-	\$	-	\$	10,182,781	\$ (10,182,781)
Capital Outlay - COI	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	-	\$	-	\$1	0,182,781	\$ (10,182,781)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(9,751,519)	
Other Financing Sources/(Uses):							
Bond Proceeds	\$	-	\$	-	\$	-	\$ -
Bond Discount	\$	-	\$	-	\$	-	\$ -
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$	-	\$	•	\$ ((9,751,519)	\$ •
Fund Balance - Beginning	\$	-	\$	-	\$	17,620,423	\$ -
Fund Balance - Ending	\$	-	\$	-	\$	7,868,904	\$ -

Golden Gem Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Тс	otal
Revenues:														
Developer Contributions	\$ 12,088	\$ 3,968	\$ 45,818	\$ 4,107	\$ 6,540	\$ -	\$ 14,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	6,713
Total Revenues	\$ 12,088	\$ 3,968	\$ 45,818	\$ 4,107	\$ 6,540	\$ -	\$ 14,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86	6,713
Expenditures:														
<u>General & Administrative:</u>														
Supervisor Fees	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$	2,600
FICA Expenditures	\$ -	\$ 61	\$ -	\$ -	\$ 77	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$	199
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 975	\$ -	\$ 1,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$	2,495
Attorney	\$ 438	\$ 315	\$ 1,672	\$ 316	\$ 589	\$ -	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$	5,953
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$	4,600
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$	3,333
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ 2	5,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$	1,200
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$	800
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Postage & Delivery	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ 90	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$	96
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	5,000
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$	41
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398	\$ -	\$ -	\$ -	\$ -	\$ -	\$	398
Contingency	\$ 38	\$ 38	\$ 47	\$ 38	\$ 41	\$ 41	\$ 41	\$ 42	\$ -	\$ -	\$ -	\$ -	\$	327
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$	0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	175
Property Tax	\$ -	\$ 35,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3	5,636
Total Administrative Expenditur	\$ 9,444	\$ 40,642	\$ 5,510	\$ 4,145	\$ 6,473	\$ 3,963	\$ 13,836	\$ 3,839	\$ -	\$ -	\$ -	\$ -	\$ 87	7,852
Contingency	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Total Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Total Expenditures	\$ 9,444	\$ 40,642	\$ 5,510	\$ 4,145	\$ 6,473	\$ 3,963	\$ 13,836	\$ 3,839	\$ -	\$ -	\$ -	\$ -	\$ 87	7,852
Excess Revenues (Expenditures)	\$ 2,644	\$ (36,674)	\$ 40,309	\$ (39)	\$ 67	\$ (3,963)	\$ 356	\$ (3,839)	\$ -	\$ -	\$ -	\$ -	\$ (1,139)

Community Development District Long Term Debt Report

Series 2024 Special	Assessment Revenue Bonds
Interest Rate:	5.15% to 6.00%
Maturity Date:	11/1/2055
Optional Redemption Date:	On or After 5/1/2034
Reserve Fund Definition:	50% MADS After Release Conditions
Reserve Fund Requirement:	\$2,712,768
Reserve Fund Balance:	\$2,712,768
Bonds outstanding - 5/31/20	\$36,550,000
Less: May 1, 2029 Principal	\$0
Current Bonds Outstanding	\$36,550,000

SECTION 2

Community Development District

Funding Request #16 April 14, 2025

Bill to: Wyld Oaks Development

	Payee		Ge	eneral Fund
1	GMS- Central Florida, LLC Invoice # 17 - Management Fees April 2025		\$	3,791.67
2	Kutak Rock, LLP Invoice # 3540773 - General Counsel February 2	2025	\$	588.50
3	Grau & Associates Invoice # 27193		\$	4,600.00
			\$	8,980.17
		Total:	\$	8,980.17

Please make check payable to:

Golden Gem Community Development District 4530 Eagle Falls Place Tampa, FL 33619

GMS-Central Florida, LLC 1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 17 Invoice Date: 4/1/25 Due Date: 4/1/25 Case: P.O. Number:

Bill To:

Golden Gem CDD 219 E. Livingston St. Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Vanagement Fees - April 2025		3,125.00	3,125.00
Website Administration - April 2025		100.00	100.00
nformation Technology - April 2025 Dissemination Agent Services - April 2025		150.00	
		416.67	416.67
	Total		\$3,791.67
	Payment	s/Credits	\$0.00
	Balance	Due	\$3,791.67

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

March 28, 2025

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #10400016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470 Reference: Invoice No. 3540773 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. 3540773 47123-1

Re: General Counsel

TOTAL HOURS

For Professional Legal Services Rendered

02/06/25	A. Willson	0.40	132.00	Review upcoming meeting agenda; confer with Edwards and Mossing regarding assessment items; review and revise use agreement; confer with Walda regarding easement
02/08/25	J. Johnson	0.50	192.50	Monitor legislative process relating to matters impacting special districts
02/11/25	A. Willson	0.30	99.00	Review meeting agenda; prepare materials for board meeting
02/12/25	A. Willson	0.30	99.00	Attend board meeting; post meeting follow up
02/28/25	A. Willson	0.20	66.00	Confer with Mossing and Edwards regarding upcoming closing and estoppel letter; review item regarding same

1.70

KUTAK ROCK LLP

Golden Gem CDD March 28, 2025 Client Matter No. 47123-1 Invoice No. 3540773 Page 2

TOTAL FOR SERVICES RENDERED	\$588.50
TOTAL CURRENT AMOUNT DUE	<u>\$588.50</u>

Grau and Associates

1001 W. Yamato Road, Suite 301 Boca Raton, FL 33431 www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Golden Gem Community Development District 219 East Livingston Street Orlando, FL 32801

Invoice No. 27193 Date 04/01/2025

SERVICE

AMOUNT

Audit FYE 09/30/2024

\$ 4,600.00

Current Amount Due \$<u>4,600.00</u>

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance		
4,600.00	0.00	0.00	0.00	0.00	4,600.00		
Dovement due unen receint							

Community Development District

Funding Request #17 May 20, 2025

Bill to: Wyld Oaks Development

	Payee		Ge	neral Fund
1	GMS- Central Florida, LLC Invoice # 18 - Management Fees May 2025		\$	3,797.79
2	Kutak Rock, LLP Invoice # 3565174 - General Counsel March 20	025	\$	2,624.50
3	Orlando Sentinel Invoice # 114591382000		\$	170.75
4	Orlando Sentinel Invoice # 116220263000		\$	227.00
			\$	6,820.04
	_	Total:	\$	6,820.04

Please make check payable to:

Golden Gem Community Development District 4530 Eagle Falls Place Tampa, FL 33619

GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 18 Invoice Date: 5/1/25 Due Date: 5/1/25 Case: P.O. Number:

Bill To:

Golden Gem CDD 219 E. Livingston St. Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2025		3,125.00	3,125.00
Website Administration - May 2025	KARANIN MANAPARANI	100.00	100.00
Information Technology - May 2025		150.00	150.00
Dissemination Agent Services - May 2025		416.67	416.67
Office Supplies		0.30	0.30
Postage		4.62	4.62
Copies		1.20	1.20
	Total	A	\$3,797.79
	Paymen	ts/Credits	\$0.00
	Balance	Due	\$3,797.79

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

May 5, 2025

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #10400016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470 Reference: Invoice No. 3565174 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. 3565174 47123-1

Re: General Counsel

For Professional Legal Services Rendered

03/07/25	A. Willson	0.30	99.00	Confer with Flint and Edward's regarding upcoming board meeting and ongoing district items
03/08/25	G. Lovett	0.50	132.50	Monitor legislative process relating to matters impacting special districts
03/10/25	A. Willson	0.30	99.00	Confer with Kaleita regarding district items; review same
03/11/25	A. Willson	0.40	132.00	Confer with Kaleita regarding developer items; review same
03/13/25	J. Gillis	0.20	38.00	Review and revise partial release of assessment lien for Wyld Oaks Lot 8
03/13/25	M. Rigoni	0.20	61.00	Confer with Willson regarding sole utility easement and franchise implications
03/13/25	S. Sandy	0.30	99.00	Confer regarding right of way utilization utility agreements
03/13/25	A. Willson	2.60	858.00	Confer with Kaleita and Flint regarding district items; review same; confer with Murray and Edwards regarding estoppal letter and upcoming sale
03/18/25	J. Gillis	0.10	19.00	Review Capitol Conversations distribution list and update same

KUTAK ROCK LLP

Golden Ge May 5, 202 Client Mat Invoice No Page 2	25 ter No. 47123-1			
03/24/25	A. Willson	1.30	429.00	Confer with Walda, Edwards, and Mossing regarding upcoming multifamily closing; review and revise partial release of lien; review estoppal letter; confer with Kaleita regarding development items
03/25/25	A. Willson	1.20	396.00	Confer with Walda regarding partial release; review restrictive covenants for neighborhood area; confer with Edwards and Kaleita regarding same
03/26/25	P. Avrett	0.40	64.00	Coordinate response to auditor letter
03/27/25	A. Willson	0.40	132.00	Confer with Beninati regarding ongoing items
03/28/25	A. Willson	0.20	66.00	Confer with Edwards regarding auditor inquiry
TOTAL HC	OURS	8.40		
TOTAL FO	R SERVICES REM	NDERED		\$2,624.50

TOTAL CURRENT AMOUNT DUE

\$2,024.30

\$2,624.50



PO Box 8023 Willoughby, OH 44096

adbilling@tribpub.com 844-348-2445

Invoice Details

Billed Account Name: Billed Account Number: Invoice Number: Invoice Amount: Billing Period: Due Date: Golden Gem Cdd CU80173779 114591382000 \$170.75 03/31/25 - 04/06/25 05/06/25

INVOICE

Page 1 of 2

0								
Invoice	Details							
Date	tronc Reference #	Description			Ad Size/ Units	Rate	Gross To nount To	otal
V04/02/25	OSC114591382	Classified Listings, Or 7793196	nline GG 040925 AC Noti	ce			170	0.75
			DECEIVI APR 1 8 2025			EIVED		
			Ву			R 1 4 2025 -CF, LLC		
		-			Ir	voice Total:	\$17(0.75
Accour	nt Summary				-			
Cur		1-30	31-60	61-90		91+	Unapplied Amount	
170	.75	0.00	0.00	0.00		0.00	0.00	

Please detach and return this portion with your payment.



PO Box 8023 Willoughby, OH 44096

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number: 03/31/25 - 04/06/25 Golden Gem Cdd CU80173779 114591382000

Return Service Requested



STACIE VANDERBILT 219 E LIVINGSTON ST ORLANDO FL 32801-1508 For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel PO Box 8023 Willoughby, OH 44096

╢╹┚╿╸┚╹╸┱┰╍╹╏┱╽╍╏┇┲┰╻╏╹┠╘_╣┱╛╖┎_╋╽╍╵┚┓╍╍┱┰┖╍╍╩┱┖═╽╍_┇╝╻╪╖╻<u></u>╝┖_┇╵╽



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Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency garcess: (a) Publisher with or be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or SOW. Sow

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card; however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations of for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Card, the Insertion Order will control.

Involce Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

Page 2 of 2

Orlando Sentinel

- MEDIA GROUP

Published Daily in

Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

Golden Gem CDD - CU80173779 219 E Livingston St Orlando, FL 32801

<u>Bill To:</u>

Golden Gem CDD - CU80173779 219 E Livingston St Orlando, FL 32801

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Apr 02, 2025.

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

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 3 day of April, 2025, by above Affiant, who is personally known to me (X) or who has produced identification ().

Selve Rollins

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7793196

Orlando Sentinel

NOTICE OF MEETING COLDEN CEM COMMUNITY DEVELOPMENT DISTRICT AUDIT COMMITTEE

The Golden Gem Community Development District Audit Committee will meet on Wednesday, April 9, 2025 at 10:30 AM at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least fortyeight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint District Manager Governmental Management Services – Central Florida, LLC

4/2/2025

7793196

7793196



PO Box 8023 Willoughby, OH 44096

adbilling@tribpub.com 844-348-2445

Invoice Details

Billed Account Name: Billed Account Number: Invoice Number: Invoice Amount: Billing Period: Due Date: Golden Gem Cdd CU80173779 116220263000 \$227.00 04/28/25 - 05/04/25 06/03/25

INVOICE

Page 1 of 2

Invoice	Details					
Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
v04/30/25	OSC116220263	Classified Listings, Online GG AuditRFP Notice 7807850				227.00

RECEIVED

MAY 1 2 2025

GMS-CF, LLC

				Invoice Total:	\$227.00
Account Summ	ary		يقار وكرازي الكبر		
Current	1-30	31-60	61-90	91+	Unapplied Amount
397.75	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.



GOLDEN GEM CDD STACIE VANDERBILT

219 E LIVINGSTON ST

ORLANDO FL 32801-1508

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Return Service Requested

7926000175

PO Box 8023 Willoughby, OH 44096

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number: 04/28/25 - 05/04/25 Golden Gem Cdd CU80173779 116220263000

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel PO Box 8023 Willoughby, OH 44096

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All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://tribpub.com/ad-lo-terms and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") available collectively with the Ad Publication Terms and Conditions, the "Standards Terms and Conditions") available at http://tribpub.com/ad-io-terms. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "Ti" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Advertiser and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS Payments and Disputes

Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertisers and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether the cientity of the Agency's client is known to such Publisher. In addition, Agency garees: (a) Publisher with the Advertiser, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the lensertion Order or SOW.

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Involce Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

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Taxes

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Page 2 of 2

Orlando Sentinel

- MEDIA GROUP

Published Daily in Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To: Golden Gem CDD - CU80173779 219 E Livingston St Orlando, FL 32801

<u>Bill To:</u>

Golden Gem CDD - CU80173779 219 E Livingston St Orlando, FL 32801

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11120-Advertisement for Bid Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Apr 30, 2025.

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

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 1 day of May, 2025, by above Affiant, who is personally known to me (X) or who has produced identification ().

have Rolling

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7807850

Orlando Sentinel

----- MEDIA GROUP

GOLDEN GEM Community development district Request for proposals for annual Audit services

The Golden Gem Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2025, with an option for four additional annual renewals. The District is a local unit of specialpurpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Orange County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "Auditing Services -Golden Gem Community Development District." Proposals must be received by Friday, May 30, 2025, 2:00 P.M., at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint Governmental Management Services – Central Florida, LLC District Manager

7807850

4/30/2025

7807850

SECTION 3

Karen Castor Dentel Supervisor of Elections Orange County, Florida



OUR MISSION IS TO:

Ensure the integrity of the electoral process. Enhance public confidence. Encourage citizen participation.

April 18, 2025

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, 2025. Our research is based on the most recent legal description provided to us by the District Office.

As of April 15, 2025, there are 0 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

> 119 West Kaley Street, Orlando = Reply to: Post Office Box 562001, Orlando, Florida 32856 Phone(407) 836-2070 = Fax (407) 254-6596 = Internet: www.ocfelections.gov