

*Golden Gem
Community Development District*

Agenda

October 8, 2025

AGENDA

Golden Gem

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

October 1, 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, October 8, 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:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 11, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the June 11, 2025 Audit Committee Meeting
4. Consideration of First Amendment to Development Agreement
5. Consideration of Agreement for Professional Engineering Services
6. Consideration of Change Orders #6 & #7 (Infrastructure) and #5 (Mass Grading) from RCS Construction Company
7. Ratification of Series 2024 Requisitions #47 - #50
8. Ratification of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Construction Status Report of Infrastructure Improvements
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #18 - #22
10. Other Business
11. Supervisor's Requests
12. 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
Troy Cosmas, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
GOLDEN GEM
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Golden Gem Community Development District was held Wednesday, June 11, 2025 at 10:30 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Craig Linton	Chairman
H.M. Ridgely, III	Vice Chairman
Taylor Edwards	Assistant Secretary
George Hamner, Jr. <i>by phone</i>	Assistant Secretary
Duane "Rocky" Owen	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Wilson <i>by phone</i>	District Counsel
Kevin Roberson <i>by phone</i>	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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. Mr. Hamner joined the meeting by phone.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 9, 2025 Meeting

Mr. Flint presented the minutes of the April 9, 2025 Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes and Mr. Flint asked for a motion of approval.

On MOTION by Mr. Ridgely, III, seconded by Mr. Linton, with all in favor, the Minutes of the April 9, 2025 Meeting, were approved, as presented.
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FOURTH ORDER OF BUSINESS**Public Hearing**

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

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

Mr. Flint stated that there were no members of the public present for comment and noted that they would close the public comment.

A. Consideration of Resolution 2025-02 Adopting the Fiscal Year 2026 Budget and Relating to the annual Appropriations

Mr. Flint presented the resolution and noted that the budget was attached to the agenda as Exhibit ‘A’ for review. This budget contemplates that assessments would be levied for O&M and directly collected as opposed to on roll. Mr. Flint summarized the budget for the Board and noted there have been no significant changes from the proposed budget the Board has previously approved. After Board discussion there was a motion of approval.

On MOTION by Mr. Linton, seconded by Mr. Edwards, with all in favor, Resolution 2025-02 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2025-03 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Wilson stated that this resolution provides the process that is required by the tax collector and state law to collect the assessment. This also contemplates that the District will collect the assessments directly as opposed to the tax roll due to the unplatted nature of the property as well as provide the advantage of saving the county process collection. Mr. Flint explained the collection schedule options and Board discussion followed. Mr. Flint offered an option to the Board to discuss further if they were more comfortable having this adopted in substantial form and filling in the details later having the Chair or Vice Chair to execute the resolution subject to final decisions on those dates and options of the finalization payment schedule.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Resolution 2025-03 Imposing Special Assessments and Certifying an Assessment Roll, was approved in substantial form.

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

On MOTION by Mr. Edwards, seconded by Mr. Linton, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Direct Collection Agreement – *Under Separate Cover***

Mr. Flint noted that this is an agreement between the District and the Landowner regarding the direct collection. Ms. Wilson added they will be asking the Board to approve this item in substantial form to incorporate the final payment schedule. Board discussion followed before a motion of approval was made.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, the Direct Collection Agreement, was approved in substantial form.

SIXTH ORDER OF BUSINESS**Consideration of Landscape Easement Agreement with Kelly Park VB Development, LLC**

Ms. Wilson noted that this agreement provides that the District can maintain certain landscaping it is installing within areas adjacent to rights-of-way. The landscaping that is required by the City and being installed by the District is now on adjacent private property. In order for the City and the District to maintain this landscaping both the City and the District need to enter into this easement agreement. They are requesting approval for this agreement in substantial form due to minor changes that will be incorporated into the final form of agreement.

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

SEVENTH ORDER OF BUSINESS**Ratification of Series 2024 Requisitions #41 - #46**

Mr. Flint presented the requisitions and noted that the Engineer along with himself have authorized these and they have been brought back to the Board for ratification.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Series 2024 Requisitions #41 - #46, was ratified.

EIGHTH ORDER OF BUSINESS**Acceptance of Audit Committee Recommendation and Selection of**

**Number 1 Ranked Firm to Provide
Auditing Services for the Fiscal Year 2025**

Mr. Flint noted that the Board sat as the Audit Committee prior to the start of this meeting and the Board received one response to the RFP awarding Grau & Associates 100 points and ranking them #1. He then asked for a motion to approve the Audit Committee's actions.

On MOTION by Mr. Edwards, seconded by Mr. Linton, with all in favor, Acceptance of Audit Committee Recommendation and Selection of Grau & Associates as the Number 1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2025, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2025-04
Adopting the Annual Meeting Schedule
for the Fiscal Year 2026**

Mr. Flint asked the Board to consider the meeting schedule of the second Wednesday of every month at 10:30 a.m. at this location. The Board agreed and there was a motion of approval.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Resolution 2025-04 Adopting the Annual Meeting Schedule for the Fiscal Year 2026, was approved.

TENTH ORDER OF BUSINESS

District Goals and Objectives

A. Adoption of Fiscal Year 2026 Goals and Objectives

Mr. Flint stated this is an annual objective and presented the goals for Fiscal Year 2026 broken down into Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability. There were no Board questions and there was a motion of approval.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Adoption of Fiscal Year 2026 Goals and Objectives, was approved.

**B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to
Chairman to Execute**

Mr. Flint asked the Board to delegate the responsibility of signing off on these goals and objectives as to not have to call a Board of Supervisors meeting to do so moving forward.

On MOTION by Mr. Edwards, seconded by Mr. Ridgely, III, with all in favor, the Fiscal Year 2025 Goals and Objectives and Authorization to Chairman to Execute, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Wilson had nothing further to report to the Board and added she will report back with any legislative changes once session is out.

B. Engineer

i. Consideration of Change Order #4 (Mass Grading) from RCS Construction Company

Mr. Roberson presented change order # 4 and reported on those changes for the Board.

On MOTION by Mr. Edwards, seconded by Mr. Ridgely, III, with all in favor, Change Order #4 (Mass Grading) from RCD Construction Company, was approved.

ii. Consideration of Change Order #5 (Infrastructure) from RCS Construction Company

Mr. Roberson noted that this is an infrastructure change order and summarized it for the Board.

On MOTION by Mr. Edwards, seconded by Mr. Ridgely, III, with all in favor, Change Order #5 (Infrastructure) from RCS Construction Company, was approved.

Mr. Roberson requested creating a document for the CDD prohibiting fiber communications facilities from going in and SDA is now asking about that document acting as a mote to prevent anyone else from crossing into the property. A general prohibition from any utilities being located within that tract. Counsel will work on preparing such document by direction of the Board. Ms. Wilson asked the Board to authorize the Chair or Vice Chair to execute documentation agreeable with the developer, District Engineer, and District Counsel to be executed and reported noting that there shall be no utility use within the District stormwater Tract C.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Board Authorization to Work with Staff in Execrating Documentation to Prohibit Utility Use in Tract C, was approved.

C. District Manager's Report**i. Balance Sheet and Income Statement**

Mr. Flint noted the unaudited financials through the end of May are in the agenda package.

No action is required. He offered to take questions.

ii. Ratification of Funding Requests #16 - #17

Mr. Flint presented funding requests #16 and #17 and asked for a motion of approval.

On MOTION by Mr. Ridgely, III, seconded by Mr. Edwards, with all in favor, Funding Requests #16 – #17, were ratified.

iii. Presentation of Number of Registered Voters – 0

Mr. Flint presented the number of registered voters within the District to be zero as of April 15th.

TWELFTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS**Supervisor's Requests**

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

FOURTEENTH ORDER OF BUSINESS**Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

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, June 11, 2025 at 11:00 a.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present were:

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

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 9, 2025 Meeting

Mr. Flint presented the minutes from the April 9, 2025 meeting and asked for any changes or corrections. There being no changes, the Board motioned to approve these minutes as presented.

On MOTION by Mr. Linton, seconded by Mr. Owen, with all in favor, the Minutes of the April 9, 2025 Meeting, were approved, as presented.
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FOURTH ORDER OF BUSINESS

Review of Proposals and Tally of Audit Committee Members Rankings

A. Grau & Associates

Mr. Flint stated the Board previously met and approved the form of the RFP notice, and selection criteria for audit services. The RFP resulted in one response from Grau & Associates. He added that the fee is competitive in light of the bond issuance and communicated to the Board that they have ability to reject this proposal and rebid, but Mr. Flint would not recommend it. For the record, Mr. Flint ranked Grau & Associates giving them 20 points for each criteria receiving a total of 100 points ranking them #1. The Board had no questions regarding the ranking of Grau & Associates and made a motion of approval to award them the contract.

On MOTION by Mr. Ridgely, III, seconded by Mr. Owen, with all in favor, Review of Proposal and Tally of Audit Committee Members Rankings, was approved.

FIFTH ORDER OF BUSINESS**Adjournment**

Mr. Flint asked for a motion to adjourn.

On MOTION by Mr. Linton., seconded by Mr. Edwards, with all in favor, the meeting was adjourned.
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SECTION IV

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

LOWNDES LAW
ATTN: TARA L. TEDROW, ESQ.
215 N EOLA DRIVE
ORLANDO, FL 32801

Tax Parcel Identification Numbers:

13-20-27-9480-06-000
13-20-27-9480-01-000
13-20-27-9480-07-000
13-20-27-9480-00-002
13-20-27-9480-00-001
13-20-27-9480-03-000
13-20-27-9480-02-000
13-20-27-9480-05-000
13-20-27-9480-00-00313-20-27-9480-08-000

SPACE ABOVE THIS LINE FOR RECORDING DATA

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Wyld Oaks, f/k/a Kelly Park Crossings Property)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is made and entered into as of the Effective Date (hereinafter defined) by and among the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation, (“**City**”) whose address is 120 East Main Street, Apopka, Florida, 32703, **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, (the “**Developer**”) whose address is 660 Beachland Blvd, Suite 301, Vero Beach, FL 32963. Developer and City are sometimes together referred to herein as the “**Parties**”, and separately as a “**Party**,” as the context requires.

RECITALS

A. Developer and City entered into that certain Development Agreement (Kelly Park Crossings Property) as recorded on December 2, 2022, in the Official Records as Instrument #20220723788, in the Public Records of Orange County, Florida (the “**Agreement**”).

B. Developer has purchased and sold real property since the Agreement was executed, and currently owns that certain real property described on Exhibit “A-1” (the “**Current DA Property**”).

C. The Developer has renamed the project on the Current DA Property from Kelly Park Crossings to Wyld Oaks.

First Amendment to Development Agreement

Page 1

D. Developer in the future shall be permitted to add additional properties into the definition of “Property”, which properties shall be subject to the terms of this Development Agreement, including, but not limited to that certain real property described on Exhibit “A-2”, attached hereto (the “**Reconveyance Property**”).

E. Developer desires to amend the Agreement as set forth herein since they have already processed multiple land use and zoning approvals with City for the Current DA Property, and are currently processing additional approvals, including but not limited to: (i) an application to assign the Town Center Overlay future land use designation to the Current DA Property; (ii) an application to assign all of the Current DA Property the Town Center Overlay District zoning classification as shown on **Exhibit “B”** (the “**Town Center Overlay District – Town Center Block and Street Regulating Plan**”); and (iii) approval of an amended Planned Development Master Plan for the entire Property, which plan is the same as the Town Center Overlay District – Town Center Block and Street Regulating Plan (the “**Amended Master Plan**”). **NOTE:** All items, approvals, and/or applications that are currently processing, pending, or otherwise awaiting approval from the City are not promised and could be denied. Developer acknowledges this risk in moving forward with this First Amendment at this time, and accepts all risks associated therewith. No one affiliated with the City has made any promises or offered any inducements to Developer to pursue this First Amendment, and Developer assumes all risks associated with doing so.

F. The maximum density and intensity allowed in the Town Center Overlay District, as shown on the Town Center Block and Street Regulating Plan contained in **Exhibit “B”** attached hereto and incorporated herein by this reference, shall be calculated as set forth on **Exhibit “B”** and pursuant to the Appendix C of the City’s Code.

G. City is authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property.

H. The City Council approved the Amended Master Plan for the Project (as hereinafter defined) concurrent with this First Amendment.

I. The City Council scheduled, advertised, and held a public hearing on [REDACTED] to consider this First Amendment, and heard all persons desiring to speak for or against this First Amendment.

J. The City Council of City duly considered the remarks and comments offered regarding this First Amendment made at said public hearing.

K. The Parties desire to enter this First Amendment to provide the citizens of the City a quality development in the form of the Project (as hereinafter defined).

L. Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged, and affirmed herein by Developer is done freely and voluntarily.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference and form a material part of this First Amendment. All Exhibits to this First Amendment are hereby deemed a part hereof. All other terms of the Agreement, unless modified herein, shall remain in full force and effect.

2. **Definitions and References.** Words that are capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement. All references in the Agreement to compliance with the MU-KPI zoning and KPI Form-Based Code shall be replaced with compliance with to the Town Center Overlay District zoning and the Town Center Overlay District standards in Appendix C.

3. **Property.** Recital A in the Agreement wherein Property is defined is hereby amended to reflect that the Property includes the Current DA Property and may be further expanded to include properties such as the Reconveyance Property upon its conveyance to the Developer.

4. **Project.** Recital C in the Agreement wherein Project is defined is hereby amended to reflect those previously approved or currently processing additional approvals and updated entitlements under the Amended Master Plan as of the date of this First Amendment. All items, approvals, and/or applications that are currently processing, pending, or otherwise awaiting approval from the City are not promised and could be denied. Accordingly, they are not yet classified as entitlements.

5. **Modification of Standards.** In recognition of the unique nature of a Town Center Overlay District master planned project, the process set forth in **Exhibit “C”** shall be applicable to the Project, and shall be binding on City, Developer, and Builders in connection with the review and approval of any and all further permits and approvals for the Project through the buildout of the Project, including but not limited to Major Development Plans, construction/engineering plans, plats, and individual building permits.

6. **Permitted Density.** Unless increased per Section 7 below, the maximum residential density shall be 27.5 dwelling units/gross acre calculated across the gross area of the entire Town Center Overlay District pursuant to the Town Center Overlay District standards in the City’s Comprehensive Plan and Appendix C of the City’s Code. The Madison Oaks MF3 Development Parcel, approved on April 18th, 2024, though included in this First Amendment it is not to be included in the calculation of such maximum allowable overall density.

7. **Open Space Bonus Program.** In the event that the overall development within the Town Center Overlay District provides a minimum of thirty percent (30%) Open Space, the maximum density shall be 30 dwelling units/gross acre calculated across the gross area of the entire Town Center Overlay District.

8. **Community Development District.** Section 9 of the Agreement is hereby amended to state:

By adoption of Ordinance No. 3041, the City established the Golden Gem Community Development District (“CDD”) to finance, acquire, construct, install, maintain, own and operate public infrastructure within and without the boundaries of the CDD as authorized pursuant to Chapter 190, Florida Statutes. Following establishment, the CDD has assumed certain obligations of the Developer to provide certain elements of the public infrastructure by separate agreements as such may be modified or supplemented from time to time.

(a) In the event that CDD and Developer elect to pursue amendment of the boundaries of the CDD to include any areas identified as future expansion parcels or other areas suitable for inclusion in the CDD, City agrees to review, process, and act on any and all applications, petitions, permits, approvals, and instruments associated with the CDD (including but not limited to the financing, and/or operation thereof,) and/or the expansion thereof to include some or all of the Actual Expansion Parcels (in good faith and in a prompt and diligent manner and that it will not transfer the same to any other authority or agency unless required by Florida law), and to otherwise reasonably and promptly cooperate and assist (as provided in Section 19 and otherwise) with Developer’s and CDD’s efforts to finance, operate and expand the CDD as contemplated hereby; provided, however, Developer agrees that any such CDD will be required to waive any right it would have to incorporate into a separate municipality under Florida law. Without limiting the generality of the foregoing, upon a petition for amendment of the boundary of the CDD being submitted by Developer in accordance with Section 190.005, Florida Statutes, City will engage in the appropriate statutory review and analysis of the proposal. City’s current review of the concept of a CDD has resulted in the conclusion that City, on the basis of current information, would express no objection to the expansion of the CDD to include the Actual Expansion Parcels or a portion thereof). City’s agreements and representations set forth in this paragraph constitute a material inducement for Developer to enter into this Agreement.

(b) Notwithstanding the foregoing, nothing in this Agreement shall: (i) relieve Developer of complying with the provisions of the CDD Statute, or any other applicable provisions of Florida law, governing the formation and/or operation of a CDD; or (ii) limit the City’s exercise of its regulatory police power, or otherwise waive, divest, or diminish City’s decision-making in the course of exercising its police power (including as related to the ordinance(s) to be adopted, and/or the public hearing(s) to occur, in connection with the formation and/or expansion of any such CDD).

9. **Modification of Standards.** Section 7 of the Agreement is hereby deleted in its entirety.

10. **Development Bonuses.** Section 8 of the Agreement is hereby deleted in its entirety. Density calculations are pursuant to the Town Center Overlay District standards in the City’s Comprehensive Plan and Appendix C of the City’s Code.

11. **Master Plan and Project Expansion** Section 10 of the Agreement is hereby amended and replaced in its entirety with the following: “The boundaries of the Project and the

property that constitutes the “Property” herein may be expanded in accordance with the terms of the Town Center Overlay District zoning standards in Appendix C.”

12. **Project Signage.** The first sentence of Section 11 of the Agreement is hereby amended and replaced in its entirety with the following: “On-site signage for the Project will be in accordance with the terms of the Town Center Overlay District zoning standards in Appendix C and the Town Center Master Signage Plan.”

13. **Construction of Development Improvements.** The first sentence of Section 16(a) of the Agreement is hereby amended and replaced in its entirety with the following: “Developer shall commence construction of streets, perimeter walls, entrance features, and associated landscaping associated with each portion of the Project in conjunction with the infrastructure for such portion of the Project and complete the same prior to, or concurrent with, the recording of the plat for such portion of the Project.”

14. **Internal Street Network.** Section 17 of the Agreement is hereby amended and replaced in its entirety with the following: “All internal streets, access drives, driveways and alleys within the Project may be privately owned and maintained, and if such roads are private, then they shall be constructed (at the Developer’s election) in accordance with (a) Appendix C or (b) the City’s Land Development Code for onsite driveways, but in either event shall roadway plans shall be submitted to the City for development plan review.”

15. **Covenants and Terms.** Section 23 of the Agreement is hereby amended to include the following:

Notwithstanding the above, the Agreement shall cease running with the Property and shall not attach to specific properties following (1) as to any single-family residential parcel, the platting of the relevant parcel or (2) as to any multi-family residential, commercial or industrial parcel, the issuance of a certificate of occupancy for all planned structures on the relevant parcel. The City agrees in either of such events to execute and record a Partial Release of any such properties from the provisions of the Agreement

16. **Notices.** Section 34 of the Agreement is hereby amended to remove any reference to Post Road Real Estate Finance, LLC and add notice to the Golden Gem Community Development District:

Golden Gem Community Development District

219 East Livingston Street

Orlando, Florida 32801

Attn: District Manager

With copy to: Kutak Rock LLP

107 West College Avenue

First Amendment to Development Agreement

Page 5

Tallahassee, Florida 32301

Attn: District Counsel

17. **Estoppels.** Upon request from any party (the “**Requesting Party**”), the other party (the “**Responding Party**”) shall execute, acknowledge and deliver to the Requesting Party, within fifteen (15) days after receipt of a written request, a written statement certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications), whether the Responding Party has knowledge of any default by the Requesting Party in the payment or performance of any obligation under the Agreement (and if so, specifying the nature thereof in reasonable detail), and any other factual data relating to the Agreement which the Requesting Party or the Requesting Party’s lender or purchaser may reasonably request.

18. **Amendments.** This First Amendment may not be amended, unless evidenced in writing, executed by all Parties hereto, and recorded in the Public Records of Orange County, Florida.

19. **Severability.** Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire First Amendment to be found to be invalid, illegal, or unconstitutional, and this First Amendment shall be read without such invalid, illegal, or unconstitutional word, clause, sentence, or section.

20. **Recording in Public Records.** This First Amendment, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this First Amendment is accomplished within fourteen (14) days after the execution of this First Amendment by both Parties.

21. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument.

22. **Entire Agreement.** This First Amendment constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.

23. **Negotiation.** Each Party hereto hereby acknowledges that it was properly represented in the negotiation of this First Amendment and this First Amendment shall not be more strictly construed against one Party or another because of such Party’s participation in the drafting of this First Amendment.

24. **No Third-Party Beneficiaries.** The First Amendment is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

First Amendment to Development Agreement

Page 6

25. **Relationship of the Parties.** This First Amendment does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Developer. Developer cannot create any obligation or responsibility on behalf of City or bind City in any manner except as otherwise expressly set forth herein. Each Party is acting for its own account, and it has made its own independent decisions to enter this First Amendment and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that the other Parties hereto are not acting as a fiduciary for or an adviser to it in respect of this First Amendment or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this First Amendment.

26. **Controlling Law.** This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted. In the event of a conflict between this First Amendment and/or the Agreement and Florida statutory law, statutory law shall control.

27. **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this First Amendment, or any breach hereof, shall be Orange County, Florida.

28. **References.** Whenever any reference is made in this First Amendment to any article, section, paragraph, etc. of this First Amendment (or of any other document or instrument), unless otherwise expressly provided, such reference shall be deemed to include all parts and portions of the article, section, paragraph, etc. to which such reference is made, including without limitation all subarticles, subsections, subparagraphs, sentences, and/or clauses thereof, if any.

29. **Effective Date.** The “**Effective Date**” of this First Amendment is the date when this First Amendment is duly recorded in the Public Records of Orange County, Florida.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed as of the Effective Date.

“CITY”

Signed, sealed, and delivered
in the presence of:

CITY OF APOPKA, FLORIDA,
a Florida municipal corporation

By: _____

Print Name: _____

Print Name: _____

Address: _____

Title: _____

Date: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025 by _____, as _____ of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He ____ is personally known to me OR ____ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public

Print Name: _____

My Commission Expires: _____

First Amendment to Development Agreement

Page 8

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed as of the Effective Date.

“DEVELOPER”

Signed, sealed, and delivered
in the presence of:

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

Print Name: _____

Address: _____

By: _____

Name: Ronald L. Edwards

Title: Manager

Date: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025 by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, sole Member of KPVB Acquisition, LLC, a Delaware limited liability company, the sole Member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of said company. He ____ is personally known to me OR ____ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public

Print Name: _____

My Commission Expires: _____

First Amendment to Development Agreement

Page 9

JOINDER AND CONSENT

to

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Wyld Oaks, f/k/a Kelly Park Crossings Property)**

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established by adoption of City of Apopka Ordinance No. 3041 pursuant to Chapter 190, Florida Statutes, hereby joins in and consents to this First Amendment to Development Agreement as it pertains to the CDD's ability to finance, acquire, construct, install, maintain, own and operate certain public infrastructure improvements in accordance with Chapter 190, Florida Statutes.

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

By: _____,
_____, **Chair/Vice-Chair**

EXHIBIT "A-1"

Legal Description

LOTS 1, 2, 3, 5, 6,7, AND 8, ALONG WITH TRACTS A, B AND C, OF WYLD OAKS,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 116, PAGE 116,
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit “A-2”

The Reconveyance Property

**LOT 4, WYLD OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 116, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA**

EXHIBIT “B”

Town Center Overlay District – Town Center Block and Street Regulating Plan



The Town Center Master Plan shall permit uses and densities consistent with the Town Center Overlay District as follows:

1. Minimum residential density shall not be required and the maximum residential density shall be 27.5 dwelling units/gross acre calculated across the gross area of the entire Town Center Overlay District.
2. If the overall development within the Town Center Overlay District provides a minimum of 30% Open Space, the maximum density shall be 30 dwelling units per acre (measured in gross acres).
3. In the Town Center Overlay District, minimum or maximum FAR intensity is not required.

Exhibit “C”

Town Center Overlay District Review and Modification Process

A Master Developer with a proposed Town Center Overlay District (“Overlay”) development within the Kelly Park Interchange Form-Based Code Area shall be required to obtain City Council approval of an Overlay Zoning Category plan and associated Town Center Master Plan for the entire site under the Master Developer’s control. The Town Center Master Plan is intended to provide flexibility by allowing for phased development that responds to the changing market conditions and evolves over time with potential updates or revisions as individual developments and/or phases are developed. Updates, revisions or amendments to the Town Center Master Plan shall be approved by the City Council.

The approved Town Center Master Plan shall allow the preparation of Preliminary Block Plans for individual phases of development involving portions of the site under the Master Developer’s control. Following public notification and a public hearing in accordance with Section 2.4.7 of the City of Apopka Land Development Code, approval of a Preliminary Block Plan by the City Council shall also constitute approval of a Preliminary Major Development Plan, notwithstanding any provisions of Section 2.4 of the Code to the contrary. Following City Council approval of a Preliminary Block Plan, proposed individual site development plans for sites within such approved Preliminary Block Plan shall proceed under Administrative Review for approval of Final Major Development Plans and Minor Modifications. Provided, however, uses requiring special exception approval shall require review by the Planning Commission. The intent is to ensure that all development is consistent with the Town Center Overlay District Development Standards and the provisions of this section.

1. Preliminary Block Plans as Preliminary Major Development Plan. The purpose of a Preliminary Block Plan is to demonstrate how the development of a specific phase will implement the Town Center Master Plan, provide for a coordinated street network, make use of consolidated/shared infrastructure, and protect environmental resources. A Preliminary Block Plan shall serve as a Preliminary Major Development Plan and may include Town Center Development Standards and Design Guidelines, Town Center Master Parking Plans, and Town Center Master Signage Plans or these elements may be submitted and approved separately. The Community Development Director or their designee shall prepare a list of submittal requirements for the Preliminary Block Plan, but at minimum, shall follow Section 2.4. Standard Review Procedures of the LDC for submittal requirements.
2. Administrative Review of Final Major Development Plan and Minor Modifications. Proposed individual developments for Final Major Development Plan shall be reviewed administratively by the Development Review Committee (DRC), following the review procedures for final development plan review contained in LDC Section 12.02.04. Once the DRC has determined the proposal meets the requirements of Appendix C. Town Center Overlay District Development Standards, a development order may be issued. Applications for Minor Modifications limited to thirty percent (30%) of the dimensional or other requirements established in Appendix C. Town Center Overlay District Development Standards shall be administratively reviewed as part of the Final Major Development Plan contained in this

section or under Administrative Review for Minor Modifications in accordance with Section 4.b. below.

3. Public Hearing Review for Special Exceptions. Only uses requiring special exception approval shall follow the review procedures for major development consistent with LDC Section 12.02.04. This process provides the opportunity for community input as well as fine tuning the development proposal to address issues that may not be covered in this section.
4. Modification of Standards. It is recognized that because of the individual unique characteristics or circumstances of any given development, flexibility in the application of development requirements may be warranted in certain situations. Modifications from the standards provided in the Town Center Overlay District Development Standards may be requested by the Master Developer or by proposed individual developments for Administrative Review of Final Major Development Plan in accordance with Section 2 above. If multiple modifications are requested, each modification shall be evaluated independently.
 - a. Application. All requests for modifications shall be submitted in writing with the application for development review on forms provided by the City. The request shall be approved or denied during development plan review and, if granted, shall be noted on the final development plan.
 - b. Administrative Review for Minor Modifications. Requests for minor modifications are those that do not exceed by thirty percent (30%) of a dimensional or other requirement established in Appendix C Town Center Overlay District Development Standards, as determined by the Community Development Director or their designee. Applications for minor modifications shall be reviewed by the Community Development Director or their designee, or by the DRC if such request is part of Administrative Review of Final Major Development Plan in accordance with Section 2 above. The Community Development Director or their designee, and the DRC, shall have authority to grant requests for minor modifications, including where it is determined that the proposed development meets the intent of the Town Center Overlay District, the requested modification is necessary to allow reasonable development of the site and the requested modification is not injurious to the public health, safety and welfare.
 - c. Planning Commission Review for Major Modifications. Requests for major modifications are those that exceed by thirty percent (30%) of a dimensional or other requirement established in Appendix C Town Center Overlay District Development Standards, as determined by the Community Development Director or their designee. Applications for major modifications shall be considered variances to be heard by the Planning Commission pursuant to LDC Section 10.02.00., and shall be heard and approved, approved with conditions or denied by the Planning Commission at a quasi-judicial hearing without a requirement for a hearing before the City Council.
 - d. Prohibited Modifications. No modification shall be granted under this section for the following:

- i. Use of land.
 - ii. Modifications to approved planned developments. Modifications to an approved Planned development shall be processed in accordance with Section 2.02.18.N of the LDC.
 - iii. A reduction in sidewalk width that would result in a sidewalk with less than 5 feet clear space.
 - iv. A reduction of a setback to less than 5 feet adjacent to a single family residential district or character zone.
- e. Review Criteria. A modification of standards may be granted by the approving authority if it finds that strict application of the requirements of this chapter is not warranted and that granting a modification will fulfill the intent of the LDC. The approving authority shall apply all the following criteria, when applicable, to determine if the applicant has justified a request for a modification:
 - i. The request is within the parameters listed in subsections b and c above.
 - ii. The request is consistent with the Comprehensive Plan and generally consistent with the purpose of the LDC.
 - iii. The proposed modification will not have a material negative impact on adjacent uses, or the applicant proposes to mitigate the negative impact to be created by the modification.
 - iv. Compliance with the requirement is technically impractical or undesirable based on site conditions, or approval of the waiver will result in superior design.
- f. Additional Requirements.
 - i. The burden of presenting evidence sufficient to satisfy the applicable criteria set forth in this section, as well as the burden of persuasion on those issues, remains with the applicant seeking the modification.
 - ii. The applicant may propose conditions to ensure that the use of the property to which the modification applies will be reasonably compatible with the surrounding properties, including visual screening.
 - iii. A granted modification and any conditions attached to it shall be entered on the face of or attached to the development order or permit and development plan.
 - iv. A proposed change to an approved modification shall be added to the approved modification and considered in the aggregate. The total modification (approved

modification plus proposed change) shall determine the approving authority per subsections b and c, above.

SECTION V

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into this _____ day of _____, 2025, by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

ARTICLE 2. SCOPE OF SERVICES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

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

limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

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

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

ARTICLE 12. INSURANCE.

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

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

and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

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

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

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

of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

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

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

ARTICLE 17. INDEMNIFICATION.

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

- B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- C.** In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable under F.S. 725.08, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D.** Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

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

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

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

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

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

B. If to District: Golden Gem Community

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

With a copy to:

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

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

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

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,
GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET,
ORLANDO, FLORIDA 32801.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT. Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KIMLEY-HORN AND ASSOCIATES, INC.

Witness

By: _____
Its: _____

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

Exhibit A
Form of Work Authorization
_____, 2025

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

Subject: **Work Authorization Number _____**
 Golden Gem Community Development District

Dear Chairperson, Board of Supervisors:

Kimley-Horn and Associates, Inc. (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Golden Gem Community Development District (the “District”). We will provide these services pursuant to our current agreement dated March _____, 2025 (“Engineering Agreement”) as follows:

I. Scope of Work

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

II. Fees

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

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

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

APPROVED AND ACCEPTED

Sincerely,

By: _____
 Authorized Representative of
 Golden Gem Community
 Development District

Date: _____

Exhibit B
Rate Schedule



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$155 - \$215
Professional	\$215 - \$280
Senior Professional I	\$260 - \$360
Senior Professional II	\$350 - \$380
Senior Technical Support	\$170 - \$265
Support Staff	\$125 - \$150
Technical Support	\$150 - \$180

Effective through June 30, 2024

Subject to adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract

SECTION VI

CONTRACTOR: RCS Construction Co.
OWNER: Golden Gem Community Development District
PROJECT: Infrastructure – Wyld Oaks
CONTRACT DATE: 12/03/2023 CHANGE ORDER NUMBER: 06

CHANGE ORDER DATE: 09/23/25

CHANGE ORDER

The Owner hereby gives the Contractor this Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

Emergency irrigation measures to prevent tree loss due to City of Apopka limiting reuse pressure during daylight hours. See detail on next page.

1. Original Contract Sum	\$14,205,206.49
2. Total net change by previous Change Orders	\$641,516.82
3. Contract Sum prior to this Change Order	\$14,846,723.31
4. Contract Sum will be increased with this Change Order	\$58,800.00
5. Adjusted Contract Sum including this Change Order	\$14,905,523.31

This Change Order represents the entire and integrated agreement between the parties and supersedes all prior negotiations and Qualifications; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER
Golden Gem Community Development District

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR
RCS Construction Co., Inc.

By: _____

Print Name: _____

Title: _____

Date: _____



SBA Cell Tower Entry and
Reuse Services for Irrigation

Infrastructure - Wyld Oaks
Date: 9/23/2025
Change Order -06

SBA Cell Tower Plans

CO #	General Description	Quantity	U/M	Unit Cost	Notes	Days	Total CO
1	Install 8"x2" Tap and Saddle	2	EA	\$945.00	Irrigation Service	0.5	\$ 1,890.00
2	2" Reuse Whip and Curb Stop for Meter Hook Up	2	EA	\$720.00	Per Change from City Apopka	0.5	\$ 1,440.00
3	Add Additional PVC from the Potable Water for Irrigation	1380	LF	\$24.00	Not enough Reuse Pressure or Volume	4	\$ 33,120.00
4	Add battery Operated Clock Panels for Timing the Watering to Irrigate Effie and Sadler Roadway Plantings.	1	LS	\$22,350.00	Add battery Operated Clock for Timing the Watering for Irrigation	3	\$ 22,350.00

TOTAL CHANGE ORDERS TO DATE - SIX

Total Days 8 \$ 58,800.00

CONTRACTOR: RCS Construction Co.
OWNER: Golden Gem Community Development District
PROJECT: Infrastructure – Wyld Oaks
CONTRACT DATE: 12/03/2023 CHANGE ORDER NUMBER: 07

CHANGE ORDER DATE: 09/25/2025

CHANGE ORDER

The Owner hereby gives the Contractor this Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

Dry Utility true-up to reflect actual quantities installed. See detail on next page.

1. Original Contract Sum	\$ 14,205,206.49
2. Total net change by previous Change Orders	\$ 700,316.82
3. Contract Sum prior to this Change Order	\$ 14,905,523.31
4. Contract Sum will be increased with this Change Order	\$ (3,038,203.19)
5. Adjusted Contract Sum including this Change Order	\$ 11,867,320.12

This Change Order represents the entire and integrated agreement between the parties and supersedes all prior negotiations and Qualifications; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER
Golden Gem Community Development District

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR
RCS Construction Co., Inc.

By: _____

Print Name: _____

Title: _____

Date: _____



Dry Sleeving Adjuments &
Lightening

Infrastructure - Wyld Oaks
Date: 9/25/2025
Change Order -07 Revised

CO #	General Description	Quantity - Contract	U/M	Unit Cost	Actual Totals Installed	Delta	Total CO
1	6" SCHEDULE 40 GREY - Power	60,530	LF	\$ 25.17	13147	-47,383	\$ (1,192,630.11)
2	CONCRETE DUCT BANK	5,490	LF	\$ 14.97	0	-5,490	\$ (82,185.30)
3	2" SCHEDULE 40 GREY - Communication	15,212	LF	\$ 15.10	15212	0	\$ -
4	4" SCHEDULE 40 GREY - Lighting	51,000	LF	\$ 20.31	12562	-38,438	\$ (780,675.78)
5	4"& 6" FITTINGS	1	LS	\$ 64,118.00	59%	-0.41	\$ (26,118.00)
6	30' TALL LED SINGLE HEAD LIGHT	22	EA	\$ 12,274.00	0	-22	\$ (270,028.00)
7	30' TALL POLE WITH TWIN HEADS	24	EA	\$ 14,363.00	0	-24	\$ (344,712.00)
8	ADD BLACKE DYETO CONCRETE POLES	46	EA	\$ 909.00	0	-46	\$ (41,814.00)
9	SPLICE BOXES	52	EA	\$ 5,770.00	0	-52	\$ (300,040.00)

TOTAL CHANGE ORDERS TO DATE - Seven

Deductive Change Order

\$ (3,038,203.19)

CONTRACTOR: RCS Construction Co.
OWNER: **Golden Gem Community Development District**
PROJECT: Wyld Oaks
CONTRACT DATE: 12/03/2023 CHANGE ORDER NUMBER: 05

CHANGE ORDER DATE: 09/23/2025

CHANGE ORDER

The Owner hereby gives the Contractor this Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

Plan modifications necessary to incorporate SBA cell tower pad entryway. See detail on next page.

1.	Original Contract Sum	\$	<u>6,520,028.07</u>
2.	Total net change by previous Change Orders	\$	<u>461,108.52</u>
3.	Contract Sum prior to this Change Order	\$	<u>6,981,136.59</u>
4.	Contract Sum will be increased with this Change Order	\$	<u>19,970.60</u>
5.	Adjusted Contract Sum including this Change Order	\$	<u>7,001,107.19</u>

This Change Order represents the entire and integrated agreement between the parties and supersedes all prior negotiations and Qualifications; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER

Golden Gem Community Development District

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

RCS Construction Co., Inc.

By: _____

Name: _____

Title: _____

Date: _____



Mass Grading - Cell Tower Entry

Wyld Oaks Mass Grading
Date: 9/23/2025
Change Order - 05

Golden Gem Community Development District

CO #	General Description	Quantity	U/M	Unit Cost	Notes	Days	Total CO
1	Remove Sidewalk	ол	LF	\$23.50	100% to be paid by KPVBD	0.1	\$ 705.00
2	Remove Type "F" Curb	рл	LF	\$16.50	100% to be paid by KPVBD	0.1	\$ 825.00
3	Remove Sod	мспл	SF	\$0.35	100% to be paid by KPVBD	0.5	\$ 574.00
4	Install 3' Valley Gutter	рл	LF	\$37.00	100% to be paid by KPVBD	1	\$ 1,850.00
5	J_wmsr-?q+@sgjr	м	LS	\$2,680	100% to be paid by KPVBD	0.5	\$ 2,680.00
6	?bb Qrpgncb Kcbg_l	м	LS	\$1,763	100% to be paid by KPVBD	0.5	\$ 1,763.00
7	G1qr_jj /. Jgk cpmai dmp C1rpw Pm_bu_w Rm Acjj Rmucp	нрмс	SF	\$4.60	100% to be paid by KPVBD	4	\$ 11,573.60

Cell Tower Entry \$ 19,970.60

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: 47

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: \$6,290.36

(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

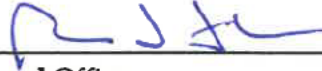
The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement 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.



Consulting Engineer

Troy P Cosmas, PE
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 3

TO OWNER:
Golden Gem Community Development District
660 Beachland Blvd.
Vero Beach, FL 32963

PROJECT: Wyld Oaks - Mass Grading

APPLICATION NO: 17

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:
RCS CONSTRUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711
CONTRACT FOR:

VIA ARCHITECT:

PERIOD TO: 6/4/25

PROJECT NOS:

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.

1. ORIGINAL CONTRACT SUM	\$ 6,520,028.07
2. Net change by Change Orders	\$ 397,126.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 6,917,154.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 6,898,182.35
5. RETAINAGE: \$344,909.12	
a. 5 % of Completed Work (Column D + E on G703)	
b. 5 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 344,909.12
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 6,553,273.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 6,490,180.31
8. CURRENT PAYMENT DUE	\$ 63,092.92 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 363,881.06

Total Completed and Stored To Date That is Eligible For CDD Payment	1,881,930.95
Total Retainage At 5%	94,096.55
Total Earned Which is Eligible For CDD Payment, Less Retainage	1,787,834.40
Less Amount Previously Paid By CDD	1,781,544.03
Current Payment Due By CDD	6,290.36
Total Completed and Stored To Date - Eligible For KPVBD Payment	5,016,251.40
Total Retainage At 5%	250,812.57
Total Earned Which is Eligible For KPVBD Payment, Less Retainage	4,765,438.83
Less Amount Previously Paid By KPVBD	4,708,636.28
Current Payment Due By KPVBD	56,802.56

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
NET CHANGES by Change Order	\$397,126.22	

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 payment shown herein is now due.

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: [Signature] Date: _____

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 4th day of June, 2025
Notary Public [Signature]
My Commission expires: 6/19/26



VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH275625
Expires 6/19/2026

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 \$ \$63,092.92

(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:

[Signature] Troy Cosmas, Kimley-Horn and Assoc.
By: _____ Date: 6/30/2025

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.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wvld Oaks- Mass Grading Application #17

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..... **\$63,092.92**

(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:  Date: 06/27//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

AIA DOCUMENT G703

Page 2 of 3 Pages

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 17
APPLICATION DATE: 6/4/2025
PERIOD TO: 6/4/2025
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

ITEM NO.	DISCUSSION OF WORK	C				D	E	F	G	H	I	J	K	L	M	N	O	
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORES)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By RPPVH?	Total Completed And Stored To Date Eligible For Payment By RPPVH?	Total RPPVH Retainage @ 5%
General Conditions, Mobilization, Services																		
1.	MOBILIZATION	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	99.03%	\$225,075.00	\$11,253.75
2.	ATTORNEY 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%	\$9,475.00	\$4,736.00	99.03%	\$85,524.00	\$4,276.43
3.	GENERAL 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	99.03%	\$19,318.13	\$965.91
4.	PERFORMANCE BOND	1	LS	\$80,494.50	\$80,494.50	\$80,494.50	\$0.00		\$80,494.50	100%	\$0.00	\$4,024.73	9.97%	\$8,024.30	\$401.27	99.03%	\$72,469.20	\$3,623.46
5.	LAYOUT/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	99.03%	\$43,566.64	\$2,178.33
6.	SWWWP	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	99.03%	\$9,006.38	\$440.32
7.	SILT FENCE	1	LS	\$38,618.08	\$38,618.08	\$38,618.08	\$0.00		\$38,618.08	100%	\$0.00	\$1,930.90	9.97%	\$3,860.22	\$192.51	99.03%	\$34,757.86	\$1,738.39
8.	TREE 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	99.03%	\$17,752.93	\$887.65
9.	CONSTRUCTION ENTRY	2	EA	\$12,461.85	\$24,923.70	\$24,923.70	\$0.00		\$24,923.70	100%	\$0.00	\$1,246.17	9.97%	\$2,484.85	\$124.24	99.01%	\$22,438.85	\$1,121.92
10.	CLEAR SITE/WYILD 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	99.03%	\$46,815.60	\$2,340.78
11.	DEMO STRUCTURES - WYILD 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	\$173.98	99.03%	\$31,060.35	\$1,553.02
12.	DEMO 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	99.03%	\$19,496.32	\$974.83
13.	DEMO CONCRETE	960	SY	\$9.56	\$9,177.60	\$9,177.60	\$0.00		\$9,177.60	100%	\$0.00	\$458.88	9.97%	\$913.01	\$45.75	99.03%	\$8,264.59	\$413.12
14.	MASS GRADE	1273657	CV	\$2.42	\$3,082,249.94	\$3,082,249.94	\$0.00		\$3,082,249.94	100%	\$2,441.94	\$122,090.40	9.97%	\$3,079,808.60	\$15,332.84	99.03%	\$2,777,251.16	\$138,637.96
15.	DEMO 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	99.03%	\$49,816.51	\$2,490.83
16.	DOUBLE SILT FENCE FOR STOCK PILE AREA	3800	LF	\$4.35	\$16,530.00	\$16,530.00	\$0.00		\$16,530.00	100%	\$16,530.00	\$0.00	9.97%	\$0.00	\$0.00	99.03%	\$0.00	\$0.00
17.	HYDRO SEED STOCK PILE AREA	51000	CV	\$1.00	\$51,000.00	\$51,000.00	\$0.00		\$51,000.00	100%	\$0.00	\$2,550.00	9.97%	\$5,082.90	\$284.15	99.03%	\$45,917.10	\$2,365.86
18.	OVER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	\$9.52	\$453,204.64	\$453,204.64	\$0.00		\$453,204.64	100%	\$0.00	\$22,660.23	9.97%	\$453,181.91	\$22,610.08	99.03%	\$430,571.83	\$22,632.81
19.	GRADE 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%	\$4,270.70	\$212.89	99.03%	\$38,436.30	\$1,917.81
20.	EROSION 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%	\$2,587.36	\$129.87	99.03%	\$23,263.84	\$1,163.69
21.	WELL ABANDONMENT - 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%	\$3,880.36	\$193.42	99.03%	\$34,916.64	\$1,746.58
22.	CLEAR SITE/GOLDEN GEM	1	LS	\$51,000.00	\$51,000.00	\$51,000.00	\$0.00		\$51,000.00	100%	\$0.00	\$2,550.00	9.97%	\$5,084.70	\$254.24	99.03%	\$45,915.30	\$2,295.77
23.	SOD PONDS	67270	SY	\$4.81	\$323,568.70	\$323,568.70	\$0.00		\$323,568.70	100%	\$0.00	\$16,178.44	9.97%	\$323,399.80	\$16,129.99	99.03%	\$307,269.81	\$14,568.45
24.	POND 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	\$367.41	99.03%	\$66,354.50	\$3,317.22
25.	HYDRO 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%	\$7,286.13	\$363.41	99.03%	\$65,613.87	\$3,281.59
26.	DEWATERING	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	\$1,500.00	9.97%	\$2,991.00	\$149.55	99.03%	\$27,009.00	\$1,390.45
27.	SEED/MULCH	1	LS	\$354,813.60	\$354,813.60	\$354,813.60	\$66,413.60		\$354,813.60	100%	\$0.00	\$17,740.68	9.97%	\$33,174.92	\$1,768.75	99.03%	\$319,438.68	\$15,971.93
28.	60" 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%	\$388,581.34	\$19,429.07	0.00%	\$0.00	\$0.00

Page 3 of 3 Pages

Use Column I on Contracts where variable remuneration for line items may apply

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

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. It is essential to engage with the community from the outset, ensuring that their voices are heard and their needs are addressed. This participatory approach not only fosters a sense of ownership and commitment among the community members but also allows for the identification of potential challenges and the development of strategies to mitigate them.

The second part of the paper explores the role of leadership in driving change. Effective leaders are those who are able to inspire and motivate others, to set a clear vision, and to create a supportive environment for innovation and growth. They must also be able to build strong relationships with stakeholders, both within the community and with external partners. Leadership is not a static role; it evolves over time and is shaped by the specific circumstances of the project. Therefore, it is important to provide ongoing training and support for leaders, enabling them to adapt to changing conditions and to continue to drive progress.

The third part of the paper focuses on the importance of monitoring and evaluation. These processes are essential for understanding the impact of the intervention and for making informed decisions about its future. Monitoring involves the collection of data on a regular basis, while evaluation involves a more in-depth analysis of the data to determine the overall effectiveness of the project. Both processes should be conducted in a transparent and accountable manner, with the results being shared with the community and used to inform decision-making. This iterative process allows for the continuous improvement of the intervention and ensures that it remains relevant and effective over time.

In conclusion, the paper emphasizes the need for a holistic and participatory approach to development work. By understanding the local context, engaging the community, and providing strong leadership, it is possible to create a sustainable and positive impact. Monitoring and evaluation are crucial for ensuring that the intervention is effective and for making necessary adjustments along the way. The ultimate goal is to empower the community and to create a lasting legacy of positive change.

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: 48

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: \$200,122.21

(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.



Consulting Engineer

Troy P Cosmas, PE
Kimley-Horn and Associates, Inc.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 5

TO OWNER:
Golden Gem Community Development District

PROJECT: Infrastructure - Wyld Oaks

APPLICATION NO: 12

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

Vero Beach, FL 32963

PERIOD TO: 6/4/25

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

RCS CONSTRUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711
CONTRACT FOR:

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.

1. ORIGINAL CONTRACT SUM	\$ 14,205,206.49
2. Net change by Change Orders	\$ 641,516.82
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 14,846,723.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 9,519,362.17
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 747,963.11
b. 5 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total on Column I of G703)	\$ 747,963.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 9,043,299.06
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 8,675,827.40
8. CURRENT PAYMENT DUE	\$ 367,471.66 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 5,893,424.25
Total Completed and Stored To Date Allocated To Cadence	\$1,581,694.61
Total Retainage At 5%	\$79,084.73
Total Allocated To Cadence, Less Retainage	\$1,502,609.88
Less Previous Balances Due By Cadence	\$1,440,139.70
Current Payment Due By Cadence	\$62,470.18
Total Completed and Stored To Date Allocated To CDD	\$7,639,563.43
Total Retainage At 5%	\$381,978.17
Total Allocated To CDD, Less Retainage	\$7,257,585.25
Less Previous Balances Due By CDD	\$7,057,463.04
Current Payment Due By CDD	\$200,122.21
Total Completed and Stored To Date Allocated To KPVBD	\$298,004.13
Total Retainage At 5%	\$14,900.21
Total Allocated To KPVBD, Less Retainage	\$283,103.92
Less Previous Balances Due By KPVBD	\$178,224.66
Current Payment Due By KPVBD	\$104,879.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$565,635.58	
Total approved this Month	\$75,881.24	
TOTALS	\$641,516.82	\$0.00
NET CHANGES by Change Orders	\$641,516.82	

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 payment shown herein is now due.

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: Joseph M. Bauer Date: _____State of: FLORIDA
Subscribed and sworn to before me this 4th day of June, 2025
Notary Public: Victoria E. Luteria
My Commission expires: 6/19/2026VICTORIA E. LUTERIA
Notary Public
State of Florida
Comm# HH275625
Expires 6/19/2026

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 \$ 367,471.66

(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: Troy Cosmas, Kimley-Horn and Assoc.By: Troy Cosmas Date: 6/30/2025

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.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Application #12

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..... \$367,471.66

(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:  Date: 06/27/25
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

AIA DOCUMENT G703

Page 2 of 5 Pages

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 12
APPLICATION DATE: 6/4/2025
PERIOD TO: 6/4/2025

(See Column 1 on Contract when variable retainage for line items may apply)

ARCHITECT'S PROJECT NO.

ITEM NO.	B				D		E		F		G		H		I		J		K		L		M		N		O		P	
	DESCRIPTION OF WORK				ACTUALIZED VALUE		THIS PERIOD		MATERIALS PREVIOUSLY FURNISHED (NOT IN D+E+F)		%		BALANCE TO FURNISH (G - I)		RETAINAGE (IF VARIABLE RATE)		Completed Stand Improvements*		Percent Eligible For Payment By Contract		Total Completed And Billed To Date Eligible For Payment By Contract		Total Contract Retainage @ 5%		Percent Eligible For Payment By CDD		Total Completed And Billed To Date Eligible For Payment By CDD		Total Contract Retainage @ 5%	
	Quantity	Unit	Price	Total	PERCENT COMPLETED (D + E) / (F + G)	THIS PERIOD	% (H + I) / (F + G)	BALANCE TO FURNISH (G - I)	RETAINAGE (IF VARIABLE RATE)	Completed Stand Improvements*	Percent Eligible For Payment By Contract	Total Completed And Billed To Date Eligible For Payment By Contract	Total Contract Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Billed To Date Eligible For Payment By CDD	Total Contract Retainage @ 5%														
General Conditions, Mobilization, Survey																														
1.	MOBILIZATION	1	LS	\$13,750.00	\$13,750.00	\$13,750.00		100%	\$0.00	\$667.50	Yes	17.00%	\$2,377.50	\$116.88	83.00%	\$11,412.50	\$370.63	\$0.00	\$0.00											
2.	GENERAL CONDITIONS	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											
3.	PERFORMANCE BOND	1	LS	\$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											
4.	LAYOUT/SUBURTS	1	LS	\$96,514.75	\$96,514.75	\$96,514.75	\$12,600.00	96%	\$3,788.75	\$4,656.00	Yes	17.00%	\$15,830.40	\$791.52	83.00%	\$77,789.60	\$3,864.48	\$0.00	\$0.00											
5.	SWWWP	1	LS	\$26,750.00	\$26,750.00	\$26,750.00	\$1,350.00	100%	\$0.00	\$1,337.50	Yes	17.00%	\$4,587.50	\$244.38	83.00%	\$22,862.50	\$1,193.13	\$0.00	\$0.00											
6.	SILT FENCE	21818	LF	\$1.81	\$39,490.58	\$39,490.58		100%	\$0.00	\$1,874.53	Yes	17.00%	\$6,713.40	\$335.67	83.00%	\$32,777.18	\$1,638.86	\$0.00	\$0.00											
7.	TREE PROTECTION	2980	LF	\$6.71	\$19,918.90	\$19,918.90		100%	\$0.00	\$995.95	Yes	17.00%	\$3,352.31	\$167.61	83.00%	\$16,566.69	\$831.33	\$0.00	\$0.00											
8.	CONSTRUCTION ENTRY	2	EA	\$12,647.28	\$25,294.56	\$25,294.56	\$644.56	100%	\$0.00	\$1,264.73	Yes	17.00%	\$4,300.08	\$215.00	83.00%	\$20,994.48	\$1,049.72	\$0.00	\$0.00											
9.	MASS GRADINGS	11973	CY	\$2.81	\$33,838.51	\$33,838.51		100%	\$0.00	\$4,491.93	Yes	17.00%	\$12,272.53	\$613.63	83.00%	\$28,165.98	\$1,408.30	\$0.00	\$0.00											
10.	ROADWAY GRADING	2	LS	\$97,182.04	\$97,182.04	\$97,182.04		98%	\$1,362.84	\$4,789.00	Yes	17.00%	\$16,253.00	\$812.66	83.00%	\$79,329.00	\$3,967.40	\$0.00	\$0.00											
11.	SOO BEHIND CURB	10613	SY	\$3.69	\$39,161.97	\$39,161.97	\$0.00	0%	\$39,161.97	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00											
12.	10" FORCE MAIN	5244	LF	\$70.72	\$370,835.68	\$370,835.68		100%	\$0.00	\$18,542.78	Yes	17.00%	\$63,045.47	\$3,152.27	83.00%	\$307,683.21	\$15,390.51	\$0.00	\$0.00											
13.	10" PLUG VALVE	14	EA	\$5,619.75	\$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											
14.	12" 10" WET TAP	2	EA	\$16,066.18	\$32,132.36	\$32,132.36	\$0.00	100%	\$0.00	\$1,606.62	Yes	17.00%	\$5,462.50	\$273.13	83.00%	\$26,669.86	\$1,333.48	\$0.00	\$0.00											
15.	6" FORCE MAIN	648	LF	\$50.18	\$32,484.24	\$32,484.24		100%	\$0.00	\$1,624.21	Yes	17.00%	\$5,422.22	\$276.12	83.00%	\$26,662.02	\$1,336.10	\$0.00	\$0.00											
16.	6" PLUG VALVE	12	EA	\$3,905.17	\$46,862.04	\$46,862.04		100%	\$0.00	\$2,340.10	Yes	17.00%	\$7,946.53	\$398.33	83.00%	\$38,915.51	\$1,944.77	\$0.00	\$0.00											
17.	4" FORCE MAIN	20	LF	\$36.77	\$733.40	\$733.40		100%	\$0.00	\$36.17	Yes	17.00%	\$123.96	\$6.19	83.00%	\$600.42	\$30.02	\$0.00	\$0.00											
18.	4" PLUG VALVE	1	EA	\$2,366.34	\$2,366.34	\$2,366.34		100%	\$0.00	\$118.32	Yes	17.00%	\$402.28	\$20.11	83.00%	\$1,944.06	\$96.20	\$0.00	\$0.00											
19.	FORCE MAIN FITTINGS	1	LS	\$78,184.45	\$78,184.45	\$78,184.45	\$732.45	100%	\$0.00	\$3,909.22	Yes	17.00%	\$12,291.36	\$614.57	83.00%	\$66,893.09	\$3,344.63	\$0.00	\$0.00											
20.	TESTING	1	LS	\$12,278.25	\$12,278.25	\$12,278.25	\$1,878.25	100%	\$0.00	\$611.91	Yes	17.00%	\$2,087.30	\$104.37	83.00%	\$10,190.95	\$509.53	\$0.00	\$0.00											
21.	18" HDPE	931	LF	\$50.28	\$46,810.68	\$46,810.68		100%	\$0.00	\$4,610.68	Yes	17.00%	\$15,615.15	\$780.78	83.00%	\$38,195.53	\$1,905.15	\$0.00	\$0.00											
22.	24" HDPE	1279	LF	\$73.70	\$94,262.30	\$94,262.30		100%	\$0.00	\$4,713.12	Yes	17.00%	\$16,024.99	\$801.25	83.00%	\$78,237.31	\$3,911.89	\$0.00	\$0.00											
23.	42" HDPE	106	LF	\$246.26	\$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	\$1,083.70	\$0.00	\$0.00											
24.	48" HDPE	602	LF	\$320.16	\$192,735.36	\$192,735.36		100%	\$0.00	\$11,061.82	Yes	17.00%	\$37,609.20	\$1,880.46	83.00%	\$185,856.16	\$9,291.07	\$0.00	\$0.00											
25.	54"/60" HDPE	1462	LF	\$280.18	\$409,424.36	\$409,424.36		100%	\$0.00	\$24,726.23	Yes	17.00%	\$83,909.20	\$4,195.46	83.00%	\$367,225.10	\$18,360.77	\$0.00	\$0.00											
26.	60" HDPE	84	LF	\$480.83	\$40,429.32	\$40,429.32		100%	\$0.00	\$1,526.86	Yes	17.00%	\$5,131.43	\$256.57	83.00%	\$35,297.89	\$1,764.78	\$0.00	\$0.00											
27.	36" HDPE	1394	LF	\$114.98	\$158,292.12	\$158,292.12		100%	\$0.00	\$8,014.11	Yes	17.00%	\$27,247.96	\$1,362.40	83.00%	\$131,924.16	\$6,654.71	\$0.00	\$0.00											

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 12
APPLICATION DATE: 6/4/2023
PERIOD TO: 6/4/2023

Page 9 of 9 Pages

Use Columns 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	B. INDUSTRY VALUE				C. WORK COMPLETE		D. FROM PREVIOUS APPLICATION (M - E)	E. THIS PERIOD	F. MATERIALS PRESENTLY STORED (NOT IN E.O.B.)	G. TOTAL COMPLETED AND STORED TO DATE (D + E)	H. % (G + C)	I. BALANCE TO BE PAID (G - I)	J. RETAINAGE (IF VARIABLE, RATE)	K. Considered "Stand Incomplete"	L. Percent Eligible For Payment By Clause	M. Total Completed And Stored To Date Eligible For Payment By Clause	N. Total Current Retainage @ 5%	O. Percent Eligible For Payment By CID	P. Total Completed And Stored To Date Eligible For Payment By CID	Q. Total CDD Retainage @ 5%	R. Total Completed And Stored To Date To Be Paid By R/P/NO	S. Total CDD Retainage @ 5%
		Quantity	Unit	Price	Total	From Previous Application (M - E)	This Period																
28.	72" RCP	1393	LF	\$747.54	\$1,032,553.24	\$1,032,553.24					\$1,032,553.24	100%	\$0.00	\$0.00	Yes	17.00%	\$175,499.77	\$8,775.00	17.00%	\$156,852.77	\$42,842.64	\$0.00	\$0.00
29.	TYPE "P" MANHOLE	4	EA	\$15,330.53	\$61,322.12	\$61,322.12					\$61,322.12	100%	\$0.00	\$3,066.11	Yes	17.00%	\$10,426.74	\$521.24	17.00%	\$9,385.50	\$2,544.87	\$0.00	\$0.00
31.	TYPE P-5 WITH "I" BOTTOMS	11	EA	\$12,400.26	\$136,402.86	\$136,402.86					\$136,402.86	100%	\$0.00	\$6,820.14	Yes	17.00%	\$12,158.49	\$1,139.42	17.00%	\$11,019.07	\$3,460.72	\$0.00	\$0.00
32.	TYPE P-5 INLETS	25	EA	\$6,492.88	\$162,322.00	\$162,322.00					\$162,322.00	100%	\$0.00	\$8,116.10	Yes	17.00%	\$172,994.74	\$1,779.24	17.00%	\$171,215.50	\$4,775.54	\$0.00	\$0.00
33.	TYPE P-6 WITH "I" BOTTOMS	8	EA	\$14,844.33	\$118,753.04	\$118,753.04					\$118,753.04	100%	\$0.00	\$3,927.65	Yes	17.00%	\$114,825.39	\$3,092.40	17.00%	\$111,732.99	\$4,929.21	\$0.00	\$0.00
34.	TYPE P-6 INLETS	4	EA	\$7,220.65	\$28,882.60	\$28,882.60					\$28,882.60	100%	\$0.00	\$1,844.13	Yes	17.00%	\$14,038.47	\$245.46	17.00%	\$13,793.01	\$1,196.43	\$0.00	\$0.00
35.	TYPE "I" BOTTOM WITH TYPE "A" MANHOLE	3	EA	\$33,164.59	\$33,164.59	\$33,164.59					\$33,164.59	100%	\$0.00	\$1,658.22	Yes	17.00%	\$16,506.37	\$738.61	17.00%	\$15,767.76	\$1,376.33	\$0.00	\$0.00
36.	BOX CURB SET 3'x3'	280	LF	\$1,319.81	\$369,546.80	\$369,546.80					\$369,546.80	100%	\$0.00	\$18,477.34	Yes	17.00%	\$350,069.46	\$3,141.13	17.00%	\$346,928.33	\$15,376.13	\$0.00	\$0.00
37.	TV LINES	1	LS	\$31,534.88	\$31,534.88	\$31,534.88					\$31,534.88	100%	\$0.00	\$0.00	Yes	17.00%	\$31,534.88	\$3,153.49	17.00%	\$28,381.39	\$1,103.86	\$0.00	\$0.00
38.	8" C-900	487	LF	\$50.84	\$24,669.72	\$24,669.72					\$24,669.72	100%	\$0.00	\$1,233.49	Yes	17.00%	\$23,436.23	\$210.87	17.00%	\$23,225.36	\$1,029.52	\$0.00	\$0.00
39.	16" DIP	2,581	LF	\$131.18	\$338,575.58	\$338,575.58					\$338,575.58	100%	\$0.00	\$16,928.78	Yes	17.00%	\$321,646.80	\$3,009.89	17.00%	\$318,636.91	\$1,680.89	\$0.00	\$0.00
40.	32" C-900	2,752	LF	\$87.96	\$240,665.92	\$240,665.92					\$240,665.92	100%	\$0.00	\$12,033.30	Yes	17.00%	\$228,632.62	\$2,141.13	17.00%	\$226,491.49	\$1,103.86	\$0.00	\$0.00
41.	6" C-900	816	LF	\$37.07	\$30,249.12	\$30,249.12					\$30,249.12	100%	\$0.00	\$1,512.46	Yes	17.00%	\$28,736.66	\$274.82	17.00%	\$28,461.84	\$1,355.34	\$0.00	\$0.00
42.	12" GATE VALVE	13	EA	\$4,796.85	\$62,359.05	\$62,359.05					\$62,359.05	100%	\$0.00	\$3,117.95	Yes	17.00%	\$59,241.10	\$570.05	17.00%	\$58,671.05	\$2,687.94	\$0.00	\$0.00
43.	6" GATE VALVE	13	EA	\$1,903.55	\$24,746.15	\$24,746.15					\$24,746.15	100%	\$0.00	\$1,237.31	Yes	17.00%	\$23,508.84	\$206.85	17.00%	\$23,301.99	\$1,024.97	\$0.00	\$0.00
44.	16" GATE VALVE	18	EA	\$8,950.47	\$161,108.46	\$161,108.46					\$161,108.46	100%	\$0.00	\$8,059.42	Yes	17.00%	\$153,049.04	\$1,349.42	17.00%	\$151,700.62	\$6,668.06	\$0.00	\$0.00
45.	8" GATE VALVE	17	EA	\$2,648.89	\$45,031.17	\$45,031.17					\$45,031.17	100%	\$0.00	\$2,251.56	Yes	17.00%	\$42,779.61	\$382.76	17.00%	\$42,396.85	\$1,364.79	\$0.00	\$0.00
46.	RELOCATE RHA	1	EA	\$3,474.50	\$3,474.50	\$3,474.50					\$3,474.50	100%	\$0.00	\$171.73	Yes	17.00%	\$3,302.77	\$29.63	17.00%	\$3,273.14	\$144.19	\$0.00	\$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	\$6,239.51	\$112,311.18	\$112,311.18					\$112,311.18	100%	\$0.00	\$5,615.56	Yes	17.00%	\$106,695.62	\$944.65	17.00%	\$105,750.97	\$4,660.91	\$0.00	\$0.00
48.	AWV	2	EA	\$7,426.58	\$14,853.16	\$14,853.16					\$14,853.16	100%	\$0.00	\$731.33	Yes	17.00%	\$14,121.83	\$63.13	17.00%	\$14,058.70	\$106.30	\$0.00	\$0.00
49.	16"x12" WET TAP	2	EA	\$15,160.96	\$30,321.92	\$30,321.92					\$30,321.92	100%	\$0.00	\$758.05	Yes	17.00%	\$29,563.87	\$2,762.57	17.00%	\$26,801.30	\$1,629.18	\$0.00	\$0.00
50.	16"x16" WET TAP	1	EA	\$33,555.01	\$33,555.01	\$33,555.01					\$33,555.01	100%	\$0.00	\$1,677.75	Yes	17.00%	\$31,877.26	\$285.22	17.00%	\$31,592.04	\$1,392.53	\$0.00	\$0.00
51.	14" DIRECTIONAL DRILL	80	LF	\$1,872.80	\$150,000.00	\$150,000.00					\$150,000.00	100%	\$0.00	\$4,000.00	Yes	17.00%	\$146,000.00	\$7,000.00	17.00%	\$139,000.00	\$5,750.00	\$0.00	\$0.00
52.	JUMPER	2	EA	\$2,787.30	\$5,574.60	\$5,574.60					\$5,574.60	100%	\$0.00	\$278.73	Yes	17.00%	\$5,295.87	\$495.87	17.00%	\$4,800.00	\$1,774.60	\$0.00	\$0.00
53.	RESTORATION/NOT FOR OFFSITE WORK	1	LS	\$33,392.21	\$33,392.21	\$33,392.21					\$33,392.21	100%	\$0.00	\$0.00	Yes	17.00%	\$33,392.21	\$3,339.22	17.00%	\$30,052.99	\$1,220.16	\$0.00	\$0.00
54.	WATER FITTING	1	LS	\$122,471.75	\$122,471.75	\$122,471.75					\$122,471.75	100%	\$0.00	\$6,123.59	Yes	17.00%	\$116,348.16	\$11,634.82	17.00%	\$104,713.34	\$5,082.58	\$0.00	\$0.00
55.	TESTING	1	LS	\$11,475.00	\$11,475.00	\$11,475.00					\$11,475.00	100%	\$0.00	\$573.75	Yes	17.00%	\$10,901.25	\$977.75	17.00%	\$9,923.50	\$478.21	\$0.00	\$0.00
56.	8" REUSE	3,392	LF	\$49.11	\$166,369.12	\$166,369.12					\$166,369.12	100%	\$0.00	\$1,240.06	Yes	17.00%	\$165,129.06	\$1,651.29	17.00%	\$163,477.77	\$1,049.79	\$0.00	\$0.00
57.	8" GATE VALVE	17	EA	\$2,788.50	\$47,404.50	\$47,404.50					\$47,404.50	100%	\$0.00	\$2,321.73	Yes	17.00%	\$45,082.77	\$4,082.77	17.00%	\$41,000.00	\$1,632.61	\$0.00	\$0.00
58.	4" REUSE C-900	500	LF	\$30.87	\$15,435.00	\$15,435.00					\$15,435.00	100%	\$0.00	\$904.77	Yes	17.00%	\$14,530.23	\$1,453.02	17.00%	\$13,077.21	\$1,750.85	\$0.00	\$0.00
59.	4" GATE VALVE	14	EA	\$2,295.78	\$32,141.02	\$32,141.02					\$32,141.02	100%	\$0.00	\$1,607.05	Yes	17.00%	\$30,533.97	\$2,707.05	17.00%	\$27,826.92	\$1,333.83	\$0.00	\$0.00
60.	30"x8" WET TAP	2	EA	\$12,237.87	\$24,475.74	\$24,475.74					\$24,475.74	100%	\$0.00	\$1,223.80	Yes	17.00%	\$23,251.94	\$2,251.94	17.00%	\$21,000.00	\$1,015.72	\$0.00	\$0.00
61.	30" DIRECTIONAL DRILL	80	LF	\$1,872.80	\$150,000.00	\$150,000.00					\$150,000.00	100%	\$0.00	\$4,000.00	Yes	17.00%	\$146,000.00	\$7,000.00	17.00%	\$139,000.00	\$5,750.00	\$0.00	\$0.00
62.	REUSE JUMPER	2	EA	\$2,787.30	\$5,574.60	\$5,574.60					\$5,574.60	100%	\$0.00	\$278.73	Yes	17.00%	\$5,295.87	\$495.87	17.00%	\$4,800.00	\$1,774.60	\$0.00	\$0.00
63.	REUSE FITTINGS	1	LS	\$41,221.83	\$41,221.83	\$41,221.83					\$41,221.83	100%	\$0.00	\$2,061.09	Yes	17.00%	\$39,160.74	\$3,916.07	17.00%	\$35,244.67	\$1,716.71	\$0.00	\$0.00
64.	REUSE TESTING	1	LS	\$9,750.38	\$9,750.38	\$9,750.38					\$9,750.38	100%	\$0.00	\$487.52	Yes	17.00%	\$9,262.86	\$887.52	17.00%	\$8,375.34	\$1,387.52	\$0.00	\$0.00
65.	TYPE "D" CURB	1,487	LF	\$21.35	\$31,738.55	\$31,738.55					\$31,738.55	100%	\$0.00	\$1,586.93	Yes	17.00%	\$30,151.62	\$2,815.86	17.00%	\$27,335.76	\$1,315.86	\$0.00	\$0.00
66.	TYPE "D" CURB	17,785	LF	\$28.13	\$500,799.05	\$500,799.05					\$500,799.05	100%	\$0.00	\$25,039.95	Yes	17.00%	\$475,759.10	\$47,575.91	17.00%	\$428,183.19	\$22,812.81	\$0.00	\$0.00
67.	10" CONCRETE SIDEWALK	3,847	LF	\$61.64	\$236,073.68	\$236,073.68					\$236,073.68	100%	\$0.00	\$11,803.68	Yes	17.00%	\$224,270.00	\$22,427.00	17.00%	\$201,843.00	\$10,627.00	\$0.00	\$0.00
68.	10" HCB	11	EA	\$2,790.00	\$30,690.00	\$30,690.00					\$30,690.00	100%	\$0.00	\$1,395.00	Yes	17.00%	\$29,295.00	\$2,929.50	17.00%	\$26,365.50	\$1,364.00	\$0.00	\$0.00
69.	5" SIDEWALK	6,543	LF	\$19,446.25	\$127,066.25	\$127,066.25					\$127,066.25	100%	\$0.00	\$6,353.25	Yes	17.00%	\$120,713.00	\$12,071.30	17.00%	\$108,641.70	\$5,431.70	\$0.00	\$0.00
70.	5" HCB	14	EA	\$1,481.25	\$20,737.50	\$20,737.50					\$20,737.50	100%	\$0.00	\$937.50	Yes	17.00%	\$19,800.00	\$1,980.00	17.00%	\$17,820.00	\$840.00	\$0.00	\$0.00
71.	32" STABILIZATION	25,301	SY	\$5.43	\$1,373,845.21	\$1,373,845.21					\$1,373,845.21	100%	\$0.00	\$68,692.26	Yes	17.00%	\$1,305,152.95	\$130,515.29	17.00%	\$1,174,637.66	\$55,115.29	\$0.00	\$0.00
72.	1" SP 32.5 JST LIFT	21,349	SY	\$13.81	\$294,829.49	\$294,829.49					\$294,829.49	100%	\$0.00	\$14,741.47	Yes	17.00%	\$280,088.02	\$28,008.80	17.00%	\$252,079.22	\$13,929.58	\$0.00	\$0.00

APPLICATION NO:	12
APPLICATION DATE:	6/4/2025
PERIOD TO:	6/4/2025

Use Columns 1 and 2 to create a variable estimate for the item mean score.

AN DOCUMENT C200 - CONSTRUCTION SHEET FOR C202, 1982 EDITION - AA C1982
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20004-5215

APPLICATION NO: 18
APPLICATION DATE: 6/4/2025
PERIOD TO: 6/4/2025

ARCHITECT'S PROJECT NO. _____

AA DOCUMENTATION CONTAINS CHECKSHEET FOR Q196-1992 EDITION. AA <1992
THE AMERICAN INSTITUTE OF STATISTICAL CRIMINOLOGY, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-4001

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 367,471.66, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 06/04/2025 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

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

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

DATED on June 25, 2025.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711
By: Jody Bass
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 25th day of June,
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
(Seal)

Victoria E. Lauteria

Victoria E Lauteria
Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

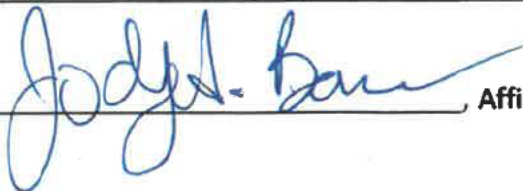
BEFORE ME, the undersigned authority, duly qualified and authorized in the State and County aforesaid to administer oaths and take acknowledgements, this day, personally appeared Jody Bass, who being by me first duly sworn, deposes and says:

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 RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (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 06/04/2025.
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 Or Potential Lienor</u>	<u>Amount due for labor, services or materials furnished, delivered, Installed or performed</u>
1. Acme Barricades	\$780.01
2. City Electric Supply Co	\$0.00
3. County Materials Corporation	\$68,354.42
4. Dixie Lime & Stone	\$0.00
5. Florida Design Consultants	\$2,932.50
6. Jack Per Trucking	\$640.00
7. Koncept Carma	\$825.00
8. Lake Jem Farms	\$14,152.32
9. Mac Tapping, Inc.	\$600.00
10. Mack Industries, Inc.	\$1,478.74
11. National Trench Safety	\$2,029.11
12. Newsome Land Clearing, LLC	\$34,729.57
13. Seminole Asphalt Paving, Inc.	\$0.00
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

Sworn to and subscribed before me this 25th day of June, 2025, by Jody Bass, 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

Victoria E. Lauteria

Print Name: Victoria E Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 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

By: *Jody A. Bass*
Name: Jody Bass
Title: Vice President

(CORPORATE SEAL)[where applicable]

the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. (p. 1)

The 'communication' field is defined as:

...the study of the nature, sources, uses, and management of communication, and the study of the communication of information. (p. 1)

These definitions are not mutually exclusive, and the two fields overlap significantly.

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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: 49

(B) Name of Payee: RCS Construction Co. Inc.

(C) Amount Payable: \$271,101.08

(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.

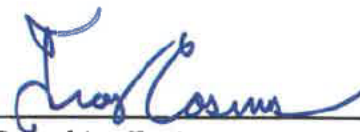
**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**



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.



Consulting Engineer

Troy P. Cosmas
Kimley-Horn and Associates, Inc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 5

TO OWNER:
Golden Gem Community Development District

PROJECT: Infrastructure - Wyld Oaks

APPLICATION NO: 13

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

Vero Beach, FL 32963

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO: 6/25/25

RCS CONSTRUCTION CO. INC.

295 E. HWY 50 SUITE 1

CLERMONT, FL 34711

CONTRACT FOR:

PROJECT NOS:

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.

1. ORIGINAL CONTRACT SUM \$ 14,205,306.40
 2. Net change by Change Orders \$ 641,516.82
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 14,846,723.31
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,863,080.91

5. RETAINAGE:

a. 5 % of Completed Work \$ 493,154.05
 (Column D + E on G703)
 b. 5 % of Stored Material \$ 0.00
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ 493,154.05

6. TOTAL EARNED LESS RETAINAGE \$ 9,369,926.86
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 9,043,299.06

8. CURRENT PAYMENT DUE \$ 326,627.80 ***

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 5,476,796.45

Total Completed and Stored To Date Allocated To Cadence \$ 1,640,143.80
 Total Retainage At 5% \$ 82,007.19
 Total Allocated To Cadence, Less Retainage \$ 1,558,136.61
 Less Previous Balances Due By Cadence \$ 1,502,609.88
 Current Payment Due By Cadence \$ 55,526.73

Total Completed and Stored To Date Allocated To CDD \$ 7,924,932.98
 Total Retainage At 5% \$ 396,246.65
 Total Allocated To CDD, Less Retainage \$ 7,528,686.33
 Less Previous Balances Due By CDD \$ 7,257,585.25
 Current Payment Due By CDD \$ 271,101.08

Total Completed and Stored To Date Allocated To KPVBD \$ 298,004.13
 Total Retainage At 5% \$ 14,900.21
 Total Allocated To KPVBD, Less Retainage \$ 283,103.92
 Less Previous Balances Due By KPVBD \$ 283,103.92
 Current Payment Due By KPVBD \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$565,635.58	
Total approved this Month	\$75,881.24	
TOTALS	\$641,516.82	\$0.00
NET CHANGES by Change Order	\$641,516.82	

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 payment shown herein is now due.

CONTRACTOR: RCS CONSTRUCTION CO., INC.

By: [Signature] Date: 6/25/25

State of: FLORIDA County of: LAKE
 Subscribed and sworn to before me this 25th day of June, 2025
 Notary Public: [Signature]
 My Commission expires:



BREANNA ROZAR
 Notary Public
 State of Florida
 Comm# HH192726
 Expires 10/31/2025

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 \$ \$326,627.80

(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: [Signature] Troy Cosmas, Kimley-Horn and Assoc.By: [Signature] Date: 7/15/2025

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.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

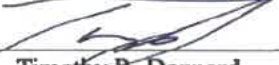
Wyld Oaks- Infrastructure Application #13

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..... \$326,627.80

(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:  Date: 07/15/25
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

AIA DOCUMENT G703

Page 2 of 3 Pages

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 13
APPLICATION DATE: 6/25/2025
PERIOD TO: 6/25/2025

Use Column 1 for Contracts where variable estimate for fee items is required.

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C		D		E	F	G	H	I	J	K	L	M	N	O	P	Q	R			
		Quantity	Unit	Price	Total															THROW AWAY APPLICATION (D - E)	THIS PRICED	MATERIALS PRESENTLY STORED (NOT IN DODS)
General conditions, Mobilization, Survey																						
1.	MOBILIZATION	1	LS	\$13,750.00	\$13,750.00			\$13,750.00	100%			\$0.00	\$687.50	Yes	17.00%	\$2,337.50	\$116.88	\$3,000.00	\$116.88	\$0.00	\$0.00	
2.	GENERAL CONDITIONS	1	LS	\$721,250.00	\$721,250.00			\$721,250.00	100%			\$0.00	\$1,065.50	Yes	17.00%	\$122,612.50	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
3.	PERFORMANCE BOND	1	LS	\$109,750.00	\$109,750.00			\$109,750.00	100%			\$0.00	\$1,870.50	Yes	17.00%	\$31,861.25	\$48.88	\$3,000.00	\$48.88	\$0.00	\$0.00	
4.	LAYOUT/ASBUILT	1	LS	\$86,518.75	\$86,518.75			\$86,518.75	100%			\$0.00	\$1,299.75	Yes	17.00%	\$22,008.69	\$29.52	\$3,000.00	\$29.52	\$0.00	\$0.00	
5.	SMWWP	1	LS	\$26,750.00	\$26,750.00			\$26,750.00	100%			\$0.00	\$40.50	Yes	17.00%	\$6,922.50	\$1.00	\$3,000.00	\$1.00	\$0.00	\$0.00	
6.	SILT FENCE	23818	LF	\$1.83	\$43,597.34			\$43,597.34	100%			\$0.00	\$1,517.50	Yes	17.00%	\$25,877.13	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
7.	TREE PROTECTION	2950	LF	\$6.73	\$19,923.50			\$19,923.50	100%			\$0.00	\$1,178.90	Yes	17.00%	\$20,052.25	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
8.	CONSTRUCTION ENTRY	2	EA	\$12,647.38	\$25,294.76			\$25,294.76	100%			\$0.00	\$1,264.72	Yes	17.00%	\$21,502.78	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
9.	PAVING GRADING	33971	CY	\$2.81	\$95,456.51			\$95,456.51	100%			\$0.00	\$1,491.97	Yes	17.00%	\$16,227.65	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
10.	ROADWAY GRADING	1	LS	\$93,887.84	\$93,887.84			\$93,887.84	100%			\$0.00	\$1,780.00	Yes	17.00%	\$16,252.60	\$8,000.00	\$3,000.00	\$8,000.00	\$0.00	\$0.00	
11.	500 BEHIND CURB	30613	SY	\$3.65	\$111,846.45			\$111,846.45	100%			\$0.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	
12.	10" FORCE MAIN	6244	LF	\$20.71	\$129,455.88			\$129,455.88	100%			\$0.00	\$1,542.78	Yes	17.00%	\$21,645.67	\$3,132.27	\$3,000.00	\$3,132.27	\$12,500.81	\$0.00	\$0.00
13.	10" PLUG VALVE	24	EA	\$5,819.75	\$139,674.00			\$139,674.00	100%			\$0.00	\$3,233.81	Yes	17.00%	\$13,179.81	\$668.75	\$3,000.00	\$668.75	\$2,265.07	\$0.00	\$0.00
14.	12"X10" WET TAP	2	EA	\$16,066.18	\$32,132.36			\$32,132.36	100%			\$0.00	\$1,666.62	Yes	17.00%	\$5,463.50	\$377.13	\$3,000.00	\$3,660.88	\$1,133.48	\$0.00	\$0.00
15.	6" FORCE MAIN	648	LF	\$90.11	\$58,651.68			\$58,651.68	100%			\$0.00	\$1,424.21	Yes	17.00%	\$15,222.32	\$278.12	\$3,000.00	\$28,061.92	\$1,148.10	\$0.00	\$0.00
16.	6" PLUG VALVE	12	EA	\$18,905.17	\$226,862.04			\$226,862.04	100%			\$0.00	\$2,345.16	Yes	17.00%	\$37,966.55	\$788.33	\$3,000.00	\$38,895.69	\$1,844.77	\$0.00	\$0.00
17.	4" FORCE MAIN	20	LF	\$36.17	\$723.40			\$723.40	100%			\$0.00	\$122.88	Yes	17.00%	\$202.90	\$6.15	\$3,000.00	\$600.62	\$10.02	\$0.00	\$0.00
18.	4" PLUG VALVE	8	EA	\$2,766.94	\$22,135.52			\$22,135.52	100%			\$0.00	\$114.32	Yes	17.00%	\$405.28	\$20.11	\$3,000.00	\$1,964.08	\$98.20	\$0.00	\$0.00
19.	6000 MAIN FITTINGS	1	LS	\$78,184.45	\$78,184.45			\$78,184.45	100%			\$0.00	\$6,909.22	Yes	17.00%	\$13,791.36	\$666.57	\$3,000.00	\$666,699.69	\$3,244.65	\$0.00	\$0.00
20.	TESTING	1	LS	\$12,278.25	\$12,278.25			\$12,278.25	100%			\$0.00	\$611.91	Yes	17.00%	\$2,087.30	\$104.37	\$3,000.00	\$1,098.96	\$509.45	\$0.00	\$0.00
21.	18" HOPE	931	LF	\$50.28	\$46,810.68			\$46,810.68	100%			\$0.00	\$1,340.21	Yes	17.00%	\$7,957.62	\$397.89	\$3,000.00	\$3,832.46	\$1,842.84	\$0.00	\$0.00
22.	24" HOPE	1279	LF	\$73.70	\$94,262.30			\$94,262.30	100%			\$0.00	\$1,711.12	Yes	17.00%	\$16,024.79	\$801.27	\$3,000.00	\$78,728.71	\$3,411.89	\$0.00	\$0.00
23.	48" HOPE	106	LF	\$246.26	\$26,103.56			\$26,103.56	100%			\$0.00	\$1,385.48	Yes	17.00%	\$4,437.61	\$221.88	\$3,000.00	\$1,685.97	\$91.80	\$0.00	\$0.00
24.	60" HOPE	691	LF	\$220.16	\$152,130.56			\$152,130.56	100%			\$0.00	\$1,086.87	Yes	17.00%	\$27,609.30	\$1,886.46	\$3,000.00	\$183,621.36	\$9,161.07	\$0.00	\$0.00
25.	54"/60" HOPE	1463	LF	\$380.14	\$555,524.62			\$555,524.62	100%			\$0.00	\$26,326.21	Yes	17.00%	\$89,209.30	\$4,437.46	\$3,000.00	\$637,013.08	\$21,280.77	\$0.00	\$0.00
26.	60" HOPE	64	LF	\$480.80	\$30,891.20			\$30,891.20	100%			\$0.00	\$5,579.12	Yes	17.00%	\$5,211.43	\$261.92	\$3,000.00	\$25,541.89	\$1,277.08	\$0.00	\$0.00
27.	36" HOPE	1394	LF	\$114.88	\$158,128.32			\$158,128.32	100%			\$0.00	\$2,347.98	Yes	17.00%	\$27,247.98	\$1,362.40	\$3,000.00	\$1,034.04	\$6,623.71	\$0.00	\$0.00

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

AIA DOCUMENT G702

APPLICATION NO: 13
APPLICATION DATE: 6/25/2023
PERIOD TO: 6/25/2023

Page 2 of 2 Pages

Line Column 1 on Contracts where variable retention is to this item only apply.

ARCHITECTS PROJECT NO.

ITEM NO.	DESCRIPTION OF WORK	C		D		E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
		Quantity	Unit	Price	Total															PERCENTAGE OF APPLICATION (D - E)
28.	72" RCP	1381	LF	\$747.54	\$1,032,352.34	\$1,032,352.34		\$1,032,352.34	100%	\$0.00	\$1,032,352.34	Yes	12.00%	\$125,499.87	\$87,771.00	83.00%	\$856,853.77	\$47,842.64	\$0.00	\$0.00
29.	TYPE "P" MANHOLE	4	EA	\$15,330.53	\$61,322.12	\$61,322.12		\$61,322.12	100%	\$0.00	\$61,322.12	Yes	12.00%	\$7,064.11	\$5,521.24	83.00%	\$50,807.86	\$2,544.87	\$0.00	\$0.00
31.	TYPE P-S WITH "J" BOTTOMS	11	EA	\$12,400.26	\$136,402.86	\$136,402.86		\$136,402.86	100%	\$0.00	\$136,402.86	Yes	12.00%	\$15,188.49	\$1,189.42	83.00%	\$113,714.37	\$5,460.72	\$0.00	\$0.00
32.	TYPE P-S INLETS	25	EA	\$6,492.88	\$162,322.00	\$162,322.00		\$162,322.00	100%	\$0.00	\$162,322.00	Yes	12.00%	\$17,584.78	\$1,379.24	83.00%	\$145,172.36	\$6,734.54	\$0.00	\$0.00
33.	TYPE P-S WITH "J" BOTTOMS	8	EA	\$14,844.13	\$118,753.04	\$118,753.04		\$118,753.04	100%	\$0.00	\$118,753.04	Yes	12.00%	\$13,888.02	\$1,007.40	83.00%	\$98,545.02	\$4,928.25	\$0.00	\$0.00
34.	TYPE P-S INLETS	4	EA	\$7,220.45	\$28,882.60	\$28,882.60		\$28,882.60	100%	\$0.00	\$28,882.60	Yes	12.00%	\$3,444.11	\$265.50	83.00%	\$27,972.36	\$1,285.63	\$0.00	\$0.00
35.	TYPE "P" BOTTOM WITH TYPE "A" MANHOLE	1	EA	\$83,164.59	\$83,164.59	\$83,164.59		\$83,164.59	100%	\$0.00	\$83,164.59	Yes	12.00%	\$9,637.68	\$731.90	83.00%	\$77,326.61	\$1,176.31	\$0.00	\$0.00
36.	BOX CULVERT 5'x10'	280	LF	\$1,939.01	\$549,542.80	\$549,542.80		\$549,542.80	100%	\$0.00	\$549,542.80	Yes	12.00%	\$65,810.84	\$3,295.50	83.00%	\$483,732.86	\$18,967.34	\$0.00	\$0.00
37.	TV LINES	1	LS	\$31,524.38	\$31,524.38	\$31,524.38		\$31,524.38	100%	\$0.00	\$31,524.38	Yes	12.00%	\$3,622.00	\$276.10	83.00%	\$27,902.38	\$1,057.80	\$0.00	\$0.00
38.	8" C-300	487	LF	\$50.94	\$24,807.78	\$24,807.78		\$24,807.78	100%	\$0.00	\$24,807.78	Yes	12.00%	\$2,840.39	\$214.87	83.00%	\$20,967.39	\$787.92	\$0.00	\$0.00
39.	16" DP	2,583	LF	\$113.18	\$293,425.74	\$293,425.74		\$293,425.74	100%	\$0.00	\$293,425.74	Yes	12.00%	\$34,252.45	\$2,659.89	83.00%	\$240,673.29	\$10,762.45	\$0.00	\$0.00
40.	12" C-300	2,752	LF	\$47.98	\$132,065.92	\$132,065.92		\$132,065.92	100%	\$0.00	\$132,065.92	Yes	12.00%	\$15,151.21	\$1,095.56	83.00%	\$116,914.71	\$4,951.14	\$0.00	\$0.00
41.	8" C-300	416	LF	\$17.07	\$7,099.12	\$7,099.12		\$7,099.12	100%	\$0.00	\$7,099.12	Yes	12.00%	\$821.51	\$62.12	83.00%	\$6,277.61	\$231.54	\$0.00	\$0.00
42.	12" GATE VALVE	10	EA	\$4,796.85	\$47,968.50	\$47,968.50		\$47,968.50	100%	\$0.00	\$47,968.50	Yes	12.00%	\$5,716.25	\$435.12	83.00%	\$42,253.25	\$1,661.34	\$0.00	\$0.00
43.	16" GATE VALVE	10	EA	\$1,909.55	\$19,095.50	\$19,095.50		\$19,095.50	100%	\$0.00	\$19,095.50	Yes	12.00%	\$2,281.25	\$176.12	83.00%	\$16,814.25	\$665.38	\$0.00	\$0.00
44.	16" GATE VALVE	18	EA	\$2,648.89	\$47,680.12	\$47,680.12		\$47,680.12	100%	\$0.00	\$47,680.12	Yes	12.00%	\$5,616.44	\$435.42	83.00%	\$42,063.68	\$1,660.70	\$0.00	\$0.00
45.	RELOCATE FHR	1	EA	\$3,474.50	\$3,474.50	\$3,474.50	\$0.00	\$3,474.50	100%	\$0.00	\$3,474.50	Yes	12.00%	\$413.73	\$32.53	83.00%	\$3,160.77	\$121.54	\$0.00	\$0.00
47.	FIRE HYDRANT ASSEMBLY	38	EA	\$6,239.53	\$112,311.18	\$112,311.18		\$112,311.18	100%	\$0.00	\$112,311.18	Yes	12.00%	\$13,688.84	\$1,065.50	83.00%	\$98,622.34	\$3,955.64	\$0.00	\$0.00
48.	ARY	1	EA	\$7,426.58	\$7,426.58	\$7,426.58		\$7,426.58	100%	\$0.00	\$7,426.58	Yes	12.00%	\$891.33	\$68.10	83.00%	\$6,535.25	\$253.48	\$0.00	\$0.00
49.	16"x12" WET TAP	3	EA	\$15,180.96	\$45,542.88	\$45,542.88		\$45,542.88	100%	\$0.00	\$45,542.88	Yes	12.00%	\$5,466.34	\$421.30	83.00%	\$40,076.54	\$1,544.19	\$0.00	\$0.00
50.	16"x18" WET TAP	1	EA	\$20,555.01	\$20,555.01	\$20,555.01		\$20,555.01	100%	\$0.00	\$20,555.01	Yes	12.00%	\$2,466.85	\$193.12	83.00%	\$18,088.16	\$713.07	\$0.00	\$0.00
51.	14" DIRECTIONAL DRILL	80	LF	\$173.41	\$13,872.80	\$13,872.80		\$13,872.80	100%	\$0.00	\$13,872.80	Yes	12.00%	\$1,664.74	\$129.18	83.00%	\$12,208.06	\$496.62	\$0.00	\$0.00
52.	JUMPER	2	EA	\$2,787.30	\$5,574.60	\$5,574.60		\$5,574.60	100%	\$0.00	\$5,574.60	Yes	12.00%	\$673.64	\$51.82	83.00%	\$4,900.96	\$192.78	\$0.00	\$0.00
53.	RESTORATION/MOY FOR OFFSITE WORK	1	LS	\$11,892.31	\$11,892.31	\$11,892.31	\$0.00	\$11,892.31	100%	\$0.00	\$11,892.31	Yes	12.00%	\$1,421.00	\$110.08	83.00%	\$10,471.31	\$408.23	\$0.00	\$0.00
54.	WATER FITTING	1	LS	\$122,473.75	\$122,473.75	\$122,473.75		\$122,473.75	100%	\$0.00	\$122,473.75	Yes	12.00%	\$14,696.25	\$1,135.71	83.00%	\$107,777.50	\$4,160.54	\$0.00	\$0.00
55.	TESTING	1	LS	\$11,479.00	\$11,479.00	\$11,479.00	\$0.00	\$11,479.00	100%	\$0.00	\$11,479.00	Yes	12.00%	\$1,377.73	\$106.18	83.00%	\$10,101.27	\$391.52	\$0.00	\$0.00
56.	8" REUSE	5,399	LF	\$49.11	\$264,801.12	\$264,801.12		\$264,801.12	100%	\$0.00	\$264,801.12	Yes	12.00%	\$31,814.27	\$2,485.14	83.00%	\$232,986.98	\$9,133.98	\$0.00	\$0.00
57.	8" GATE VALVE	17	EA	\$2,738.50	\$46,554.50	\$46,554.50		\$46,554.50	100%	\$0.00	\$46,554.50	Yes	12.00%	\$5,588.17	\$431.84	83.00%	\$40,966.36	\$1,576.66	\$0.00	\$0.00
58.	4" REUSE C-300	590	LF	\$20.47	\$12,018.30	\$12,018.30		\$12,018.30	100%	\$0.00	\$12,018.30	Yes	12.00%	\$1,442.20	\$111.37	83.00%	\$10,576.10	\$400.93	\$0.00	\$0.00
59.	4" GATE VALVE	14	EA	\$2,399.78	\$33,597.12	\$33,597.12		\$33,597.12	100%	\$0.00	\$33,597.12	Yes	12.00%	\$4,034.06	\$310.72	83.00%	\$29,563.06	\$1,123.40	\$0.00	\$0.00
60.	16"x18" WET TAP	2	EA	\$12,377.97	\$24,755.94	\$24,755.94	\$0.00	\$24,755.94	100%	\$0.00	\$24,755.94	Yes	12.00%	\$2,970.71	\$231.61	83.00%	\$21,785.23	\$839.13	\$0.00	\$0.00
61.	10" DIRECTIONAL DRILL	80	LF	\$136.25	\$10,900.00	\$10,900.00	\$0.00	\$10,900.00	100%	\$0.00	\$10,900.00	Yes	12.00%	\$1,308.00	\$100.64	83.00%	\$9,591.96	\$366.36	\$0.00	\$0.00
62.	REUSE JUMPER	2	EA	\$2,732.34	\$5,464.68	\$5,464.68		\$5,464.68	100%	\$0.00	\$5,464.68	Yes	12.00%	\$663.80	\$51.10	83.00%	\$4,800.88	\$185.18	\$0.00	\$0.00
63.	REUSE FITTINGS	1	LS	\$41,721.83	\$41,721.83	\$41,721.83	\$0.00	\$41,721.83	100%	\$0.00	\$41,721.83	Yes	12.00%	\$5,006.62	\$392.51	83.00%	\$36,715.21	\$1,414.31	\$0.00	\$0.00
64.	REUSE TESTING	1	LS	\$8,750.38	\$8,750.38	\$8,750.38	\$0.00	\$8,750.38	100%	\$0.00	\$8,750.38	Yes	12.00%	\$1,050.05	\$80.00	83.00%	\$7,699.33	\$299.38	\$0.00	\$0.00
65.	TYPE "O" CURB	1,487	LF	\$21.35	\$31,741.75	\$31,741.75	\$0.00	\$31,741.75	100%	\$0.00	\$31,741.75	Yes	12.00%	\$3,808.61	\$296.69	83.00%	\$27,933.14	\$1,077.06	\$0.00	\$0.00
66.	TYPE "X" CURB	17,785	LF	\$28.13	\$500,292.05	\$500,292.05		\$500,292.05	100%	\$0.00	\$500,292.05	Yes	12.00%	\$60,035.05	\$4,618.85	83.00%	\$440,256.95	\$17,413.20	\$0.00	\$0.00
67.	10" CONCRETE SIDEWALK	3,647	LF	\$61.44	\$224,071.68	\$224,071.68	\$0.00	\$224,071.68	100%	\$0.00	\$224,071.68	Yes	12.00%	\$27,082.00	\$2,102.56	83.00%	\$196,989.68	\$7,769.12	\$0.00	\$0.00
68.	10" HCR	11	EA	\$2,750.00	\$30,250.00	\$30,250.00	\$0.00	\$30,250.00	100%	\$0.00	\$30,250.00	Yes	12.00%	\$3,656.25	\$281.17	83.00%	\$26,593.75	\$1,024.83	\$0.00	\$0.00
69.	5" SIDEWALK	6,562	LF	\$28.94	\$189,461.28	\$189,461.28	\$0.00	\$189,461.28	100%	\$0.00	\$189,461.28	Yes	12.00%	\$22,735.36	\$1,779.64	83.00%	\$166,725.92	\$6,455.74	\$0.00	\$0.00
70.	5" HCR	14	EA	\$1,481.25	\$20,737.50	\$20,737.50	\$0.00	\$20,737.50	100%	\$0.00	\$20,737.50	Yes	12.00%	\$2,531.06	\$194.69	83.00%	\$18,206.44	\$706.81	\$0.00	\$0.00
71.	12" STABILIZATION	75,301	SV	\$5.42	\$408,131.42	\$408,131.42	\$0.00	\$408,131.42	100%	\$0.00	\$408,131.42	Yes	12.00%	\$48,975.77	\$3,798.06	83.00%	\$359,155.66	\$14,333.36	\$0.00	\$0.00
72.	1" SP 12.5 1ST LIFT	71,349	SV	\$13.81	\$985,029.69	\$985,029.69	\$0.00	\$985,029.69	100%	\$0.00	\$985,029.69	Yes	12.00%	\$118,203.57	\$9,136.28	83.00%	\$866,826.12	\$33,893.41	\$0.00	\$0.00

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 13
APPLICATION DATE: 6/25/2013
PERIOD TO: 6/25/2013

1. In Column 1 are Contracts where variable estimates do not come from each

ITEM NO.	DESCRIPTION OF WORK	D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R	
		QUANTITY	UNIT	PRICE	TOTAL	PERCENTAGE	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE	TOTAL	PERCENTAGE
73.	1" DP B.S ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	\$17.83	\$379,362.87	100%	\$0.00	\$0.00	0%	\$178,362.87	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
74.	1" DP B.S ASPHALT	21,349	SY	\$18.71	\$399,494.79	100%	\$0.00	\$0.00	0%	\$199,747.39	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
75.	10' URM ROOF	21,349	SY	\$24.71	\$527,131.79	100%	\$0.00	\$0.00	0%	\$263,565.89	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
76.	2" DPM ASPHALT	1,680	SY	\$13.75	\$23,100.00	100%	\$0.00	\$0.00	0%	\$11,550.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
77.	TEMP MARKING	1	LS	\$18,402.50	\$18,402.50	100%	\$0.00	\$0.00	0%	\$9,201.25	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
78.	PERMANENT MARKINGS	1	LS	\$72,125.00	\$72,125.00	100%	\$0.00	\$0.00	0%	\$36,062.50	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
80.	DRY UTILITIES																														
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	\$45,120.00	\$45,120.00	100%	\$0.00	\$0.00	0%	\$22,560.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
82.	PERFORMANCE BOND	1	LS	\$60,768.00	\$60,768.00	100%	\$0.00	\$0.00	0%	\$30,384.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
83.	6" SCHEDULE 40 GREY	60,330	LF	\$25.17	\$1,517,441.10	100%	\$0.00	\$0.00	0%	\$758,720.55	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
84.	CONCRETE DUCT BANK	5,490	LF	\$14.97	\$81,911.30	100%	\$0.00	\$0.00	0%	\$40,955.65	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
85.	6" SCHEDULE 40 GREY	15,212	LF	\$15.30	\$232,743.60	100%	\$0.00	\$0.00	0%	\$116,371.80	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
86.	2" FTITTINGS	1	LS	\$26,884.00	\$26,884.00	100%	\$0.00	\$0.00	0%	\$13,442.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
87.	4" SCHEDULE 40 GREY	52,000	LF	\$20.81	\$1,082,120.00	100%	\$0.00	\$0.00	0%	\$541,060.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
88.	4" B 6" FITTINGS	1	LS	\$64,118.00	\$64,118.00	100%	\$0.00	\$0.00	0%	\$32,059.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
89.	30' TAIL END SINGLE HEAD LIGHT	22	EA	\$12,734.00	\$280,148.00	100%	\$0.00	\$0.00	0%	\$140,074.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
90.	30' TAIL POLE WITH TWIN HEADS	24	EA	\$14,863.00	\$356,712.00	100%	\$0.00	\$0.00	0%	\$178,356.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
91.	ADD BLACK PTFE CONCRETE POLES	46	EA	\$209.00	\$9,614.00	100%	\$0.00	\$0.00	0%	\$4,807.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
92.	SPACE BOARDS	52	EA	\$5,720.00	\$297,640.00	100%	\$0.00	\$0.00	0%	\$149,060.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
93.	LAYOUT/AS-BUILT	1	LS	\$12,434.00	\$12,434.00	100%	\$0.00	\$0.00	0%	\$6,217.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
94.	HANDHOLES	15	EA	\$3,345.00	\$50,175.00	100%	\$0.00	\$0.00	0%	\$25,087.50	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
94.	MANHOLES	4	EA	\$7,289.00	\$29,156.00	100%	\$0.00	\$0.00	0%	\$14,578.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
95.	LANDSCAPE/IRRIGATION																														
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	\$29,560.00	\$29,560.00	100%	\$0.00	\$0.00	0%	\$14,780.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
97.	PERFORMANCE BOND	1	LS	\$27,898.00	\$27,898.00	100%	\$0.00	\$0.00	0%	\$13,949.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
98.	SURVEY/AS-BUILT	1	LS	\$6,880.00	\$6,880.00	100%	\$0.00	\$0.00	0%	\$3,440.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
99.	LANDSCAPE	1	LS	\$421,116.00	\$421,116.00	100%	\$0.00	\$0.00	0%	\$210,558.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
100.	IRRIGATION	1	LS	\$293,812.00	\$293,812.00	100%	\$0.00	\$0.00	0%	\$146,906.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
101.	MAINTENANCE	1	LS	\$73,440.00	\$73,440.00	100%	\$0.00	\$0.00	0%	\$36,720.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
102.	SOFTSKIDING COVERING	1	LS	\$141,212.00	\$141,212.00	100%	\$0.00	\$0.00	0%	\$70,606.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
103.	Orange Order 85 Fire Access Rd																														
104.	Install Fire Access Rd - 4" Urm Rock with Prime	9,113	SY	\$14.20	\$129,383.60	100%	\$0.00	\$0.00	0%	\$64,691.80	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
105.	Install Two Extra Flag (Hydrant Assembly)	2	EA	\$14,400.00	\$28,800.00	100%	\$0.00	\$0.00	0%	\$14,400.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
106.	Install Extra PVC with Fittings	1	LS	\$3,200.00	\$3,200.00	100%	\$0.00	\$0.00	0%	\$1,600.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
107.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	\$99,800.00	\$99,800.00	100%	\$0.00	\$0.00	0%	\$49,900.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
108.	Orange Order 85																														
109.	Item 10 - 24 Section 34" HDPE	-16	LF	\$380.14	(\$6,082.24)	100%	\$0.00	\$0.00	0%	(\$3,041.12)	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
110.	D-24 Add 36" HDPE	16	LF	\$124.98	\$1,999.68	100%	\$0.00	\$0.00	0%	\$999.84	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
111.	Recess - Deflate 3" Tee	-3	EA	\$283.00	(\$849.00)	100%	\$0.00	\$0.00	0%	(\$424.50)	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
112.	Deflate 6" Gate Valve	-1	EA	\$2,648.89	(\$2,648.89)	100%	\$0.00	\$0.00	0%	(\$1,324.44)	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
113.	Add 6" PVC Reuse Pipe	70	LF	\$80.67	\$5,646.90	100%	\$0.00	\$0.00	0%	\$2,823.45	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
114.	Add Storm Drains to D-72	1	LS	\$41,180.00	\$41,180.00	100%	\$0.00	\$0.00	0%	\$20,590.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
115.	Corb. Slab - 1" Corb.	-123	LF	\$28.13	(\$3,460.39)	100%	\$0.00	\$0.00	0%	(\$1,730.19)	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
116.	Add - Type 2" Corb.	134	LF	\$40.22	\$5,389.28	100%	\$0.00	\$0.00	0%	\$2,694.64	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
117.	Add 54" 60" Cap	54	LF	\$380.14	\$20,547.56	100%	\$0.00	\$0.00	0%	\$10,273.78	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
118.	Add 54" 60" Cap	1	LS	\$3,120.00	\$3,120.00	100%	\$0.00	\$0.00	0%	\$1,560.00	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
119.	-21" - Deflate 18" HP	-18	LF	\$50.28	(\$904.44)	100%	\$0.00	\$0.00	0%	(\$452.22)	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%
120.	D-21 - Add 48" HP	125	LF	\$330.18	\$41,272.50	100%	\$0.00	\$0.00	0%	\$20,761.25	100%	\$0.00	0%	0%	0%	0%	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%								

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 13

APPLICATION DATE: 6/25/2025

PERIOD TO: 6/25/2025

ARCHITECT'S PROJECT NO:

Use Column F on Contracts with variable retentions for time items may apply.

ITEM NO.	DESCRIPTION OF WORK	C - SCHEDULED VALUE			D - WORK COMPLETED FROM PREVIOUS APPLICATION (D + C)		E - MAINTENANCE PREVIOUSLY PERFORMED (NOT IN B.O.B.)		F - TOTAL COMPLETED AND SCHEDULED TO DATE (D + E)		G - %		H - BALANCE TO BE PAID TO OWNER (G - C)		I - RETENTION (I = VARIABLE RATE)		Considered "Based Improvement"	Percent Eligible For Payment By Certificate	J - Total Completed And Scheduled To Date (Eligible For Payment By Certificate)		K - Total Contract Retention (K = %)		L - Percent Eligible For Payment By Certificate		M - Total Completed And Scheduled To Date (Eligible For Payment By Certificate)		N - Total Contract Retention (N = %)		O - Total Completed And Scheduled To Date (Eligible For Payment By Certificate)		P - Total Contract Retention (P = %)		Q - Total Completed And Scheduled To Date (Eligible For Payment By Certificate)		R - Total Contract Retention (R = %)	
		Quantity	Unit	Price	Total	THIS PERIOD				(F - C)																										
137.	Delete 6" Gate	-1	EA	\$1,303.55	(\$1,303.55)	(\$1,303.55)			(\$1,303.55)	100%		\$0.00		(\$97.18)	Yes	17.00%		(\$1,303.55)	(\$1,303.55)	83.00%	(\$1,303.55)	(\$1,303.55)	83.00%													
138.	Delete 10" Gate Valve	-1	EA	\$8,950.47	(\$8,950.47)	(\$8,950.47)			(\$8,950.47)	100%		\$0.00		(\$447.52)	Yes	17.00%		(\$8,950.47)	(\$8,950.47)	83.00%	(\$8,950.47)	(\$8,950.47)	83.00%													
139.	Delete 6" PVC Pipe	-60	LF	\$90.94	(\$5,456.40)	(\$5,456.40)			(\$5,456.40)	100%		\$0.00		(\$112.21)	Yes	17.00%		(\$5,456.40)	(\$5,456.40)	83.00%	(\$5,456.40)	(\$5,456.40)	83.00%													
140.	Delete 6" PVC Pipe	-60	LF	\$87.07	(\$5,224.20)	(\$5,224.20)			(\$5,224.20)	100%		\$0.00		(\$111.71)	Yes	17.00%		(\$5,224.20)	(\$5,224.20)	83.00%	(\$5,224.20)	(\$5,224.20)	83.00%													
141.	Delete 6" Cap	-3	EA	\$302.00	(\$906.00)	(\$906.00)			(\$906.00)	100%		\$0.00		(\$16.88)	Yes	17.00%		(\$906.00)	(\$906.00)	83.00%	(\$906.00)	(\$906.00)	83.00%													
142.	Delete 6" Cap	-3	EA	\$274.00	(\$822.00)	(\$822.00)			(\$822.00)	100%		\$0.00		(\$13.70)	Yes	17.00%		(\$822.00)	(\$822.00)	83.00%	(\$822.00)	(\$822.00)	83.00%													
143.	36" x 10' Cross	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00	\$1,440.00	83.00%													
144.	30" Gate Valve	2	EA	\$4,202.00	\$8,404.00	\$8,404.00			\$8,404.00	100%		\$0.00		\$420.20	Yes	17.00%		\$8,404.00	\$8,404.00	83.00%	\$8,404.00	\$8,404.00	83.00%													
145.	10" PVC C-900	125	LF	\$24.90	\$3,112.50	\$3,112.50			\$3,112.50	100%		\$0.00		\$161.43	Yes	17.00%		\$3,112.50	\$3,112.50	83.00%	\$3,112.50	\$3,112.50	83.00%													
146.	10" 30' Curb	2	EA	\$240.00	\$480.00	\$480.00			\$480.00	100%		\$0.00		\$24.00	Yes	17.00%		\$480.00	\$480.00	83.00%	\$480.00	\$480.00	83.00%													
147.	Stamped Asphalt - Delete	-1480	LF	\$13.75	(\$20,350.00)	(\$20,350.00)			(\$20,350.00)	100%		\$0.00		(\$1,125.00)	Yes	17.00%		(\$20,350.00)	(\$20,350.00)	83.00%	(\$20,350.00)	(\$20,350.00)	83.00%													
148.	Curb Minus - "T" Curb	-244	LF	\$28.13	(\$6,863.72)	(\$6,863.72)			(\$6,863.72)	100%		\$0.00		(\$341.19)	Yes	17.00%		(\$6,863.72)	(\$6,863.72)	83.00%	(\$6,863.72)	(\$6,863.72)	83.00%													
149.	Add - Type "D" Curb	244	LF	\$26.34	\$6,406.92	\$6,406.92			\$6,406.92	100%		\$0.00		\$324.28	Yes	17.00%		\$6,406.92	\$6,406.92	83.00%	\$6,406.92	\$6,406.92	83.00%													
150.	Storm - 2-30 Storm Manhole Added	1	EA	\$11,200.00	\$11,200.00	\$11,200.00			\$11,200.00	100%		\$0.00		\$560.00	Yes	17.00%		\$11,200.00	\$11,200.00	83.00%	\$11,200.00	\$11,200.00	83.00%													
151.	2-30 Storm Manhole Added	2	EA	\$11,200.00	\$22,400.00	\$22,400.00			\$22,400.00	100%		\$0.00		\$1,120.00	Yes	17.00%		\$22,400.00	\$22,400.00	83.00%	\$22,400.00	\$22,400.00	83.00%													
152.	Add - 48" Curb D-60	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00	\$1,440.00	83.00%													
153.	Add - 48" Curb D-90	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00	\$1,440.00	83.00%													
154.	Add 48" HP Pipe	132	LF	\$270.14	\$35,758.28	\$35,758.28			\$35,758.28	100%		\$0.00		\$2,115.00	Yes	17.00%		\$35,758.28	\$35,758.28	83.00%	\$35,758.28	\$35,758.28	83.00%													
155.	Water - 30" Gate Valve	2	EA	\$4,202.00	\$8,404.00	\$8,404.00			\$8,404.00	100%		\$0.00		\$420.20	Yes	17.00%		\$8,404.00	\$8,404.00	83.00%	\$8,404.00	\$8,404.00	83.00%													
156.	10" PVC C-900	125	LF	\$24.90	\$3,112.50	\$3,112.50			\$3,112.50	100%		\$0.00		\$161.43	Yes	17.00%		\$3,112.50	\$3,112.50	83.00%	\$3,112.50	\$3,112.50	83.00%													
157.	Delete 10" Gate Valve	-1	EA	\$8,950.47	(\$8,950.47)	(\$8,950.47)			(\$8,950.47)	100%		\$0.00		(\$447.52)	Yes	17.00%		(\$8,950.47)	(\$8,950.47)	83.00%	(\$8,950.47)	(\$8,950.47)	83.00%													
158.	Delete 6" PVC C-900	-60	LF	\$97.07	(\$5,824.20)	(\$5,824.20)			(\$5,824.20)	100%		\$0.00		(\$112.21)	Yes	17.00%		(\$5,824.20)	(\$5,824.20)	83.00%	(\$5,824.20)	(\$5,824.20)	83.00%													
159.	Delete 6" PVC Pipe	-60	LF	\$90.94	(\$5,456.40)	(\$5,456.40)			(\$5,456.40)	100%		\$0.00		(\$112.21)	Yes	17.00%		(\$5,456.40)	(\$5,456.40)	83.00%	(\$5,456.40)	(\$5,456.40)	83.00%													
160.	Storm - Add - 6" PVC Pipe	30	LF	\$50.13	\$1,503.90	\$1,503.90			\$1,503.90	100%		\$0.00		\$75.07	Yes	17.00%		\$1,503.90	\$1,503.90	83.00%	\$1,503.90	\$1,503.90	83.00%													
161.	Force Main - Add - 6" PVC Pipe STA 13+70	30	LF	\$50.13	\$1,503.90	\$1,503.90			\$1,503.90	100%		\$0.00		\$75.07	Yes	17.00%		\$1,503.90	\$1,503.90	83.00%	\$1,503.90	\$1,503.90	83.00%													
162.	Curb Minus - "T" Curb	-244	LF	\$28.13	(\$6,863.72)	(\$6,863.72)			(\$6,863.72)	100%		\$0.00		(\$341.19)	Yes	17.00%		(\$6,863.72)	(\$6,863.72)	83.00%	(\$6,863.72)	(\$6,863.72)	83.00%													
163.	Add - Type "D" Curb	244	LF	\$26.34	\$6,406.92	\$6,406.92			\$6,406.92	100%		\$0.00		\$324.28	Yes	17.00%		\$6,406.92	\$6,406.92	83.00%	\$6,406.92	\$6,406.92	83.00%													
164.	Storm - Delete 30" HP - 10+70	-21	LF	\$480.83	(\$10,197.43)	(\$10,197.43)			(\$10,197.43)	100%		\$0.00		(\$504.87)	Yes	17.00%		(\$10,197.43)	(\$10,197.43)	83.00%	(\$10,197.43)	(\$10,197.43)	83.00%													
165.	Add - Asphalt D-60	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00	\$1,440.00	83.00%													
166.	Add - Asphalt D-90	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00	\$1,440.00	83.00%													
167.	Water - Add - 6" C-900	55	LF	\$50.13	\$2,757.15	\$2,757.15			\$2,757.15	100%		\$0.00		\$137.84	Yes	17.00%		\$2,757.15	\$2,757.15	83.00%	\$2,757.15	\$2,757.15	83.00%													
168.	Water - Add - 6" C-900	55	LF	\$50.13	\$2,757.15	\$2,757.15			\$2,757.15	100%		\$0.00		\$137.84	Yes	17.00%		\$2,757.15	\$2,757.15	83.00%	\$2,757.15	\$2,757.15	83.00%													
169.	Force Main - Add - 6" PVC Pipe STA 16+00	30	LF	\$50.13	\$1,503.90	\$1,503.90			\$1,503.90	100%		\$0.00		\$75.07	Yes	17.00%		\$1,503.90	\$1,503.90	83.00%	\$1,503.90	\$1,503.90	83.00%													
170.	Force Main - Add - 6" PVC Pipe STA 16+00	30	LF	\$50.13	\$1,503.90	\$1,503.90			\$1,503.90	100%		\$0.00		\$75.07	Yes	17.00%		\$1,503.90	\$1,503.90	83.00%	\$1,503.90	\$1,503.90	83.00%													
171.	Survey (20' File)	1	LS	\$12,994.00	\$12,994.00	\$12,994.00			\$12,994.00	100%		\$0.00		\$649.70	Yes	17.00%		\$12,994.00	\$12,994.00	83.00%	\$12,994.00	\$12,994.00	83.00%													
172.	As-Built	1	LS	\$2,644.00	\$2,644.00	\$2,644.00			\$2,644.00	100%		\$0.00		\$132.20	Yes	17.00%		\$2,644.00	\$2,644.00	83.00%	\$2,644.00	\$2,644.00	83.00%													
173.	Additional 10' Bore Main	1	EA	\$1,440.00	\$1,440.00	\$1,440.00			\$1,440.00	100%		\$0.00		\$72.00	Yes	17.00%		\$1,440.00	\$1,440.00	83.00%	\$1,440.00</															

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 326,656.30, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 06/25/2025 to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Infrastructure to the following property:

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

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

DATED on July 18, 2025.

Lienor RCS Construction Company, Inc.
Address 295 E SR 50, Suite 1,
Clermont, FL 34711
By: [Signature]
Print Name: Jody Bass
Its: Vice President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of July,
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
(Seal)

[Signature]

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 Jody Bass, 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 RCS Construction Company, Inc., a North Dakota Corporation company (hereinafter the "Contractor")
3. Contractor and Kelly Park VB Development, LLC (hereinafter the "Owner") have executed, delivered and entered into that certain CONTRACT AND AGREEMENT dated December 4, 2023 (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 06/25/2025.
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 Or Potential Lienor</u>	<u>Amount due for labor, services or materials furnished, delivered, Installed or performed</u>
1. Central Landscape Inc	\$150,000.00
2. City Electric Supply Co	\$0.00
3. County Materials Corporation	\$59,734.08
4. Dixie Lime & Stone	\$4,150.00
5. Florida Design Consultants	\$12,883.00
6. Lake Jem Farms	\$56,908.80
7. National Trench Safety	\$0.00
8. Seminole Asphalt Paving, Inc.	\$0.00
9. Street Smart Rentals	\$1,389.93
10. United Rentals	\$2,837.31
11. Volusia General Contractors & Trinity Construction Products, Inc.	\$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody Bass, Affiant

Sworn to and subscribed before me this 18th day of July, 2025, by Jody Bass, 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

Victoria E. Lauteria
Print Name: Victoria E. Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 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

By: _____

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: 50

(B) Name of Payee: Kimley Horn

(C) Amount Payable: \$2,307.50

(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.

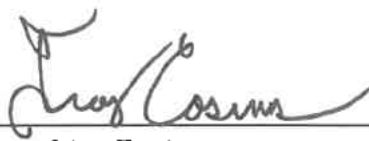
**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**



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.



Consulting Engineer
Troy P. Cosmas, P.E.
Kimley-Horn and Associates, Inc.

9/17/2025

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address:
 Account Number:
 ABA#:
 Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

GOLDEN GEM CDD
 C/O GOVERNMENTAL MANAGEMENT SERVICES
 219 EAST LIVINGSTON ST
 ORLANDO, FL 32801

Federal Tax Id: 56-0885615
 For Services Rendered through Jul 31, 2025

Invoice Amount: \$2,307.50

Invoice No: 32903947
 Invoice Date: Jul 31, 2025

Project No: 147968000.3
 Project Name: GOLDEN GEM CDD INTERIM
 Project Manager: COSMAS, TROY

Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	24,980.00	22,672.50	2,307.50
Subtotal	25,000.00	24,980.00	22,672.50	2,307.50
Total HOURLY NOT TO EXCEED				2,307.50

DESCRIPTION OF SERVICES PERFORMED:

- REVIEW INITIAL CDD REPORT FOR REQUIREMENTS TO INCLUDE IN ENGINEERS CERTIFICATION OF CONSTRUCTION COMPLETION
- REVIEW AND SIGN REQUISITIONS 47 AND 48.
- REVIEW AND SIGN PAY APPLICATIONS 13 AND 18.
- REVIEW CONTRACT AND BEGIN CREATING AMENDMENT.
- CONTRACT AND DOCUMENTS REVIEW. PREPARE FOR CONTRACT AMENDMENT. COORDINATION WITH ALYSSA (ATTORNEY)
- CONTRACT AMENDMENT REVIEW AND BILL SCHEDULE REVIEW.

Total Invoice: \$2,307.50

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 32903947
Invoice Date: Jul 31, 2025
Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: COSMAS, TROY

HOURLY NOT TO EXCEED

Task	Description	Qty Hours	Billing Rate	Current Amount Due
INTERIM ENGINEERING	ANALYST	0.5	185.00	92.50
	PROFESSIONAL	1.0	265.00	265.00
	SENIOR PROFESSIONAL I	6.0	325.00	1,950.00
TOTAL INTERIM ENGINEERING		7.5		2,307.50
TOTAL LABOR AND EXPENSE DETAIL				2,307.50

This page is for informational purposes only. Please pay amount shown on cover page.

SECTION VIII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 8, 2025

Board of Supervisors
Golden Gem Community Development District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Golden Gem Community Development District, City of Apopka, Florida ("the District") for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Golden Gem Community Development District as of and for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,400 for the September 30, 2025 audit. The fees for the fiscal years 2026, 2027, 2028 and 2029 will not exceed \$4,500, \$4,600, \$4,700 and \$4,800, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Golden Gem Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

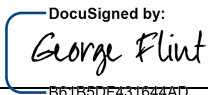
Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Golden Gem Community Development District.

By:  _____
B61B5DF431644AD...
Title: District Manager
Date: 2025-09-15



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



Peer Review
Program

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

SECTION IX

SECTION B

SECTION 1

Golden Gem Community Development District

Construction Status Report of Infrastructure Improvements

Prepared for:

**Golden Gem
Community Development District
City of Apopka
Orange County, Florida
October 2025**

Prepared by:

Kimley»Horn

445 24th Street, Suite 200,
Vero Beach, FL 32960
Main: (772) 794-4100
Direct: (772) 794-4024

Golden Gem Community Development District

TABLE OF CONTENTS

Construction Status

- Drainage / Roads / Earthwork
- Potable Water Distribution
- Sanitary Sewer Collection and Transmission System
- Reclaimed Water Distribution System

Construction Status

- **Roads, Drainage, Earthwork**

Approved Permit: City of Apopka Infrastructure and Mass Grading: Construction Site Plan

- In Progress: Certificate of Acceptance- City of Apopka Infrastructure and Mass Grading: Construction Site Plan
 - 100% of Sadler Road is paved and ±95% of Effie Drive is paved.
 - The Effie Right Turn Lane to Kelly Park Road shall be constructed at a later date.
 - The engineering and construction teams are collecting and reviewing the requirements of the city for turnover of the roadways.

Approved Permit – St. John's River Water Management District (SJWRMD) Environmental Resource (ERP) Permit

- In Progress: As-Built Certification and Request for Conversion to Operation Phase
 - Mass grading is complete
 - Substantial stabilization complete
 - Site inspections completed to verify substantial completion of pond grading. Pending additional as-built data to verify stormwater components.

- **Water Distribution System**

Approved Permit – City of Apopka Infrastructure and Mass Grading: Construction Site Plan

- In Progress: Certificate of Acceptance- City of Apopka Infrastructure and Mass Grading: Construction Site Plan
 - Construction of the system is complete. Final certification from the City is pending.

Approved Permit – FDEP Notice of Intent to Use a General Permit for Construction of Water Main Extensions for PWSs

- Complete: FDEP Certificate of Construction Completion and Request for Clearance to Place permitted PWS components into operation.
 - Partial Clearance of ±2,300 linear feet of the water main in Sadler Road was granted and issued 08/14/2024.
 - Final Partial Clearance of the remainder of the system has been approved by FDEP as of 10/02/2025.

- **Wastewater Collection and Transmission System**

Approved Permit – City of Apopka Infrastructure and Mass Grading: Construction Site Plan

- In Progress: Certificate of Acceptance- City of Apopka Infrastructure and Mass Grading: Construction Site Plan
 - Construction of the system is complete, less a portion of the collection system in Effie Drive adjacent to parcel 13-20-27-0000-00-047. An interim roadway condition was constructed in this area until the City of Apopka can acquire the needed right of way width from the property owners.
 - Final certification from the City is pending.

Approved Permit – FDEP Domestic Wastewater Collection/Transmission System

- Partially Complete: FDEP Certificate of Completion of Construction for a Domestic Wastewater Collection/Transmission System
 - Partial Clearance of ±4,600 linear feet of the forcemain was requested 09/18/2025.
 - Remainder of the system to be constructed along with the Effie Right Turn Lane.

- **Reclaimed Water Distribution System**

Approved Permit – City of Apopka Infrastructure and Mass Grading: Construction Site Plan

- In Progress: Certificate of Acceptance- City of Apopka Infrastructure and Mass Grading: Construction Site Plan
 - Construction of the system is complete, less a portion of the collection system in Effie Drive adjacent to parcel 13-20-27-0000-00-047. An interim roadway condition was constructed in this area until the City of Apopka can acquire the needed right of way width from the property owners.
 - Final certification from the City is pending.

- **Hardscape, Landscape, and Irrigation**

Approved Permit – City of Apopka Infrastructure and Mass Grading: Construction Site Plan

- In Progress: Certificate of Acceptance- City of Apopka Infrastructure and Mass Grading: Construction Site Plan
 - Installation of the permitted landscaping and irrigation is in progress. Sidewalk installation is 90% complete.

- **Streetlights/Underground Electrical Utility Lines/ Dry Lines**

- Installation of Street Light Poles and main electrical feeder infrastructure has been completed.

SECTION C

SECTION 1

Golden Gem
Community Development District

Unaudited Financial Reporting
August 31, 2025



Table of Contents

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

Golden Gem
Community Development District
Combined Balance Sheet
August 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Total Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 6,001	\$ -	\$ -	\$ 6,001
<u>Investments</u>				
<u>Series 2024</u>				
Revenue	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Prepayment	\$ -	\$ -	\$ -	\$ -
Reserve	\$ -	\$ 2,712,768	\$ -	\$ 2,712,768
Capitalized Interest	\$ -	\$ 1,330,716	\$ -	\$ 1,330,716
Acquisition & Construction	\$ -	\$ -	\$ 7,222,074	\$ 7,222,074
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from Capital Projects Fund	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ -	\$ -	\$ -
Prepaid Expenditures	\$ 5,698	\$ -	\$ -	\$ 5,698
Total Assets	\$ 11,698	\$ 4,043,483	\$ 7,222,074	\$ 11,277,255
Liabilities:				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Accrued Expenses	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -
Due to Capital	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -	\$ -
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	\$ 5,698	\$ -	\$ -	\$ 5,698
Assigned:				
Debt Service - Series 2024	\$ -	\$ 4,043,483	\$ -	\$ 4,043,483
Capital Projects Fund	\$ -	\$ -	\$ 7,222,074	\$ 7,222,074
Unassigned	\$ 6,001	\$ -	\$ -	\$ 6,001
Total Fund Balances	\$ 11,698	\$ 4,043,483	\$ 7,222,074	\$ 11,277,255
Total Liabilities & Fund Balance	\$ 11,698	\$ 4,043,483	\$ 7,222,074	\$ 11,277,255

Golden Gem
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Developer Contributions	\$ 153,628	\$ 128,040	\$ 128,040	\$ -
Total Revenues	\$ 153,628	\$ 128,040	\$ 128,040	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 3,600	\$ 7,400
FICA Expenditures	\$ 918	\$ 842	\$ 275	\$ 566
Engineering	\$ 15,000	\$ 13,750	\$ 6,065	\$ 7,685
Attorney	\$ 25,000	\$ 22,917	\$ 13,858	\$ 9,059
Annual Audit	\$ 5,000	\$ 5,000	\$ 4,600	\$ 400
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 4,583	\$ 4,583	\$ (0)
Trustee Fees	\$ 5,000	\$ 4,583	\$ 2,849	\$ 1,735
Management Fees	\$ 37,500	\$ 34,375	\$ 34,375	\$ -
Information Technology	\$ 1,800	\$ 1,650	\$ 1,650	\$ -
Website Maintenance	\$ 1,200	\$ 1,100	\$ 1,100	\$ -
Telephone	\$ 300	\$ 275	\$ -	\$ 275
Postage & Delivery	\$ 1,000	\$ 917	\$ 96	\$ 821
Insurance	\$ 6,000	\$ 6,000	\$ 5,000	\$ 1,000
Printing & Binding	\$ 1,000	\$ 917	\$ 52	\$ 865
Legal Advertising	\$ 15,000	\$ 13,750	\$ 1,977	\$ 11,773
Contingency	\$ 5,000	\$ 4,583	\$ 450	\$ 4,133
Office Supplies	\$ 625	\$ 573	\$ 0	\$ 573
Travel Per Diem	\$ 660	\$ 605	\$ -	\$ 605
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Property Taxes	\$ -	\$ -	\$ 35,636	\$ (35,636)
Total Administrative Expenditures	\$ 143,628	\$ 127,594	\$ 116,341	\$ 11,253
Contingency	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Total Field Expenditures	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Total Expenditures	\$ 153,628	\$ 136,761	\$ 116,341	\$ 20,420
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (8,722)	\$ 11,698	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 11,698	

Golden Gem

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted	Prorated Budge	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 196,982	\$ 196,982
Total Revenues	\$ -	\$ -	\$ 196,982	\$ 196,982
Expenditures:				
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	\$ -	\$ -	\$ (1,686,234)	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ (1,686,234)	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 5,729,717	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 4,043,483	\$ -

Golden Gem
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Revenues:</u>				
Developer Advances	\$ -	\$ -	\$ -	\$ -
Developer Contributions	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 513,856	\$ 513,856
Total Revenues	\$ -	\$ -	\$ 513,856	\$ 513,856
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Capital Outlay	\$ -	\$ -	\$ 10,912,205	\$ (10,912,205)
Capital Outlay - COI	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ 10,912,205	\$ (10,912,205)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (10,398,349)	
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Bond Discount	\$ -	\$ -	\$ -	\$ -
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ (10,398,349)	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ 17,620,423	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 7,222,074	\$ -

Golden Gem
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Developer Contributions	\$ 12,088	\$ 3,968	\$ 45,818	\$ 4,107	\$ 6,540	\$ -	\$ 14,192	\$ -	\$ 15,812	\$ 14,486	\$ 11,029	\$ -	\$ 128,040
Total Revenues	\$ 12,088	\$ 3,968	\$ 45,818	\$ 4,107	\$ 6,540	\$ -	\$ 14,192	\$ -	\$ 15,812	\$ 14,486	\$ 11,029	\$ -	\$ 128,040
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ 800	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 3,600
FICA Expenditures	\$ -	\$ 61	\$ -	\$ -	\$ 77	\$ -	\$ 61	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ 275
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 975	\$ -	\$ 1,520	\$ 390	\$ 3,180	\$ -	\$ -	\$ -	\$ 6,065
Attorney	\$ 438	\$ 315	\$ 1,672	\$ 316	\$ 589	\$ -	\$ 2,625	\$ 2,891	\$ 958	\$ 4,057	\$ -	\$ -	\$ 13,858
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ 4,583
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,849	\$ -	\$ -	\$ -	\$ 2,849
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ 34,375
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ 1,650
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ 1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ 90	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ 96
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 1	\$ -	\$ 11	\$ -	\$ -	\$ 52
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398	\$ 1,579	\$ -	\$ -	\$ -	\$ -	\$ 1,977
Contingency	\$ 38	\$ 38	\$ 47	\$ 38	\$ 41	\$ 41	\$ 41	\$ 42	\$ 41	\$ 41	\$ 41	\$ -	\$ 450
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Property Tax	\$ -	\$ 35,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,636
Total Administrative Expenditure	\$ 9,444	\$ 40,642	\$ 5,510	\$ 4,145	\$ 6,473	\$ 3,963	\$ 13,836	\$ 8,699	\$ 11,895	\$ 7,901	\$ 3,833	\$ -	\$ 116,341
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Field Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 9,444	\$ 40,642	\$ 5,510	\$ 4,145	\$ 6,473	\$ 3,963	\$ 13,836	\$ 8,699	\$ 11,895	\$ 7,901	\$ 3,833	\$ -	\$ 116,341
Excess Revenues (Expenditures)	\$ 2,644	\$ (36,674)	\$ 40,309	\$ (39)	\$ 67	\$ (3,963)	\$ 356	\$ (8,699)	\$ 3,916	\$ 6,585	\$ 7,196	\$ -	\$ 11,698

Golden Gem

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 - 5/31/2024	\$36,550,000
Less: May 1, 2029 Principal	\$0
Current Bonds Outstanding	\$36,550,000

SECTION 2

Golden Gem
Community Development District

Funding Request #18
June 13, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	GMS- Central Florida, LLC Invoice # 19 - Management Fees June 2025	\$	3,791.67
2	Kimley Horn Invoice # 31725094 - April 2025	\$	1,520.00
3	Kutak Rock, LLP Invoice # 3569893 - General Counsel April 2025	\$	2,890.50
4	Orlando Sentinel Invoice # 117392846000	\$	789.50
		\$	8,991.67

Total:	\$	8,991.67
---------------	----	-----------------

Please make check payable to:

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

Please remit payment electronically to: Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: Account Number: ABA#: Please send remittance information to: payments@kimley-horn.com	If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520
---	--

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Federal Tax Id: 56-0885615
For Services Rendered through Apr 30, 2025

Invoice Amount: \$1,520.00

Invoice No: 31725094
Invoice Date: Apr 30, 2025
Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: CERJAN, MACKENZIE
Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	19,102.50	17,582.50	1,520.00
Subtotal	25,000.00	19,102.50	17,582.50	1,520.00
Total HOURLY NOT TO EXCEED				1,520.00

DESCRIPTION OF SERVICES PERFORMED:

REVIEW PAY REQUISITIONS AND ATTEND BOARD MEETING.

Total Invoice: \$1,520.00

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 31725094
Invoice Date: Apr 30, 2025
Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: CERJAN, MACKENZIE

HOURLY NOT TO EXCEED

Task	Description	Qty Hours	Billing Rate	Current Amount Due
INTERIM ENGINEERING	SENIOR PROFESSIONAL I	1.0	350.00	350.00
	SENIOR PROFESSIONAL II	3.0	390.00	1,170.00
TOTAL INTERIM ENGINEERING		4.0		1,520.00
TOTAL LABOR AND EXPENSE DETAIL				1,520.00

This page is for informational purposes only. Please pay amount shown on cover page.

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3569893
47123-1

Re: General Counsel

For Professional Legal Services Rendered

04/02/25	A. Willson	0.80	264.00	Confer with Flint and Vanderbilt regarding upcoming meeting agenda; confer with Mossing regarding property closing; confer with Walda regarding status of easement execution
04/09/25	J. Gillis	0.50	95.00	Follow up from Board meeting; confer with staff regarding FY 2026 budget documents; draft published notice, mailed notice and affidavit of mailing for FY 2026 budget adoption
04/09/25	A. Willson	1.40	462.00	Confer with Flint regarding maintenance items; attend board meeting; follow up from same; review draft audit; confer with Wolfe and Flint regarding same
04/12/25	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
04/15/25	J. Gillis	0.40	76.00	Draft FY 2026 budget appropriation and annual assessment resolutions; confer with staff regarding same

KUTAK ROCK LLP

Golden Gem CDD

May 31, 2025

Client Matter No. 47123-1

Invoice No. 3569893

Page 2

04/15/25	A. Willson	0.20	66.00	Confer with Edwards and Roberson regarding cell tower and stormwater tract; review same
04/16/25	A. Willson	0.60	198.00	Confer with Flint and Edwards regarding audit; review items regarding same
04/22/25	A. Willson	0.30	99.00	Confer with Mossing, Edwards and Murray regarding upcoming closing and lien release; review and revise estoppel letter
04/23/25	A. Willson	2.70	891.00	Confer with Edwards and Mossing regarding property closing structure; review revised estoppel letter; review assignment of obligations; confer with Edwards, Roberson and Barry regarding ongoing District items
04/24/25	A. Willson	0.80	264.00	Review revisions to assignment; confer with Peterson, Edwards and Barry regarding same
04/28/25	A. Willson	0.80	264.00	Confer with Edwards regarding property closing; review items regarding same; confer with Taylor regarding same; prepare mailed and published budget notice forms; confer with Mossing regarding same
04/30/25	J. Gillis	0.10	19.00	Prepare tracking chart for 2026 elections
TOTAL HOURS		9.10		
TOTAL FOR SERVICES RENDERED				\$2,890.50
TOTAL CURRENT AMOUNT DUE				<u>\$2,890.50</u>

Invoice Details

Billed Account Name: Golden Gem Cdd
Billed Account Number: CU80173779
Invoice Number: 117392846000
Invoice Amount: \$789.50
Billing Period: 05/19/25 - 05/25/25
Due Date: 06/24/25
All past due amounts are payable immediately



INVOICE

Page 1 of 2

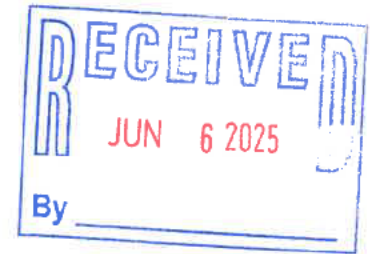
Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 05/19/25	OSC117392846	Classified Listings, Display, Online GG Budget AssessHearing BOS AC Display 7814850				789.50

RECEIVED

JUN 6 2 2025

GMS-CF, LLC



Invoice Total: \$789.50

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
1,016.50	170.75	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 05/19/25 - 05/25/25
Billed Account Name: Golden Gem Cdd
Billed Account Number: CU80173779
Invoice Number: 117392846000

Return Service Requested

4294000109



GOLDEN GEM CDD
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



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-ia-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") and collectively with the Ad Publication Terms and Conditions, the "Standards Terms and Conditions") available at <http://tribpub.com/ad-ia-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 "IT" 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 Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms 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 Advertising Services 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 it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not 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 is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or 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 or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice 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.

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

Bill To:

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 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on May 19, 2025.

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



Signature of Affiant

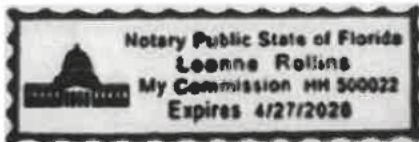
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 23 day of May, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7814850

the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

The 'communication' field is defined as:

...the study of the processes of communication production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

These definitions are very similar to those of the 'information' and 'communication' fields in the *Handbook of Information Science* [10].

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These definitions are very similar to those of the 'information' and 'communication' fields in the *Handbook of Information Science* [10].

Golden Gem
Community Development District

Funding Request #19
July 11, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	GMS- Central Florida, LLC Invoice # 20 - Management Fees July 2025	\$	3,802.77
2	Kimley Horn Invoice # 32292750 - May 2025	\$	390.00
3	Kutak Rock, LLP Invoice # 3585002 - General Counsel May 2025	\$	858.50
4	Kutak Rock, LLP Invoice # 3585003 - Construction May 2025	\$	99.00
5	Orlando Sentinel Invoice # 117852851000	\$	789.50
6	US Bank Invoice # 7796155	\$	8,546.25
		\$	14,486.02

Total: \$ **14,486.02**

Please make check payable to:

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

1001 Bradford Way
Kingston, TN 37763

Invoice #: 20
Invoice Date: 7/1/25
Due Date: 7/1/25
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees		3,125.00	3,125.00
Website Administration		100.00	100.00
Information Technology		150.00	150.00
Dissemination Agent Services		416.67	416.67
Copies		11.10	11.10
Total			\$3,802.77
Payments/Credits			\$0.00
Balance Due			\$3,802.77

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 Account Number:
 ABA#:
 Please send remittance
 information to:

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

GOLDEN GEM CDD
 C/O GOVERNMENTAL MANAGEMENT SERVICES
 219 EAST LIVINGSTON ST
 ORLANDO, FL 32801

Federal Tax Id: 56-0885615
 For Services Rendered through May 31, 2025

Invoice Amount: \$390.00

Invoice No: 32292750
 Invoice Date: May 31, 2025
 Project No: 147968000.3
 Project Name: GOLDEN GEM CDD INTERIM
 Project Manager: CERJAN, MACKENZIE
 Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	19,492.50	19,102.50	390.00
Subtotal	25,000.00	19,492.50	19,102.50	390.00
Total HOURLY NOT TO EXCEED				390.00

Total Invoice: \$390.00

Description of Services Performed:

Review requisition 43 and CDD attorney landscape easement

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 32292750
Invoice Date: May 31, 2025
Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: CERJAN, MACKENZIE

HOURLY NOT TO EXCEED

Task	Description	Qty Hours	Billing Rate	Current Amount Due
INTERIM ENGINEERING	SENIOR PROFESSIONAL II	1.0	390.00	390.00
TOTAL INTERIM ENGINEERING		1.0		390.00
TOTAL LABOR AND EXPENSE DETAIL				390.00

This page is for informational purposes only. Please pay amount shown on cover page.

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3585002
47123-1

Re: General Counsel

For Professional Legal Services Rendered

05/08/25	A. Willson	1.20	396.00	Confer with Edwards regarding conveyance of district property; confer with Flint regarding upcoming meeting agenda; confer with Kaleita regarding landscape easement; review same
05/09/25	A. Willson	0.20	66.00	Confer with Edwards and Flint regarding upcoming meeting cancellation
05/10/25	G. Lovett	0.50	132.50	Monitor legislative process relating to matters impacting special districts
05/12/25	A. Willson	0.20	66.00	Confer with Kaleita regarding landscape easement; review and revise same
05/13/25	A. Willson	0.30	99.00	Confer with Roberson regarding district items; confer with Kaleita regarding landscape easement; confer with Flint regarding upcoming meeting agenda items
05/14/25	A. Willson	0.30	99.00	Confer with Roberson regarding district items
TOTAL HOURS		2.70		

KUTAK ROCK LLP

Golden Gem CDD

June 30, 2025

Client Matter No. 47123-1

Invoice No. 3585002

Page 2

TOTAL FOR SERVICES RENDERED	\$858.50
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TOTAL CURRENT AMOUNT DUE	<u>\$858.50</u>
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KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3585003
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

05/09/25	A. Willson	0.20	66.00	Confer with Edwards regarding RCS change order; review same
05/22/25	A. Willson	0.10	33.00	Confer with Kaleita regarding status of landscape easement

TOTAL HOURS 0.30

TOTAL FOR SERVICES RENDERED \$99.00

TOTAL CURRENT AMOUNT DUE \$99.00

Invoice Details

Billed Account Name: Golden Gem Cdd
Billed Account Number: CU80173779
Invoice Number: 117852851000
Invoice Amount: \$789.50
Billing Period: 05/26/25 - 06/01/25
Due Date: 07/01/25

All past due amounts are payable immediately

INVOICE

Page 1 of 2

Invoice Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
05/26/25	OSC117852851	Classified Listings, Display, Online GG Budget AssessHearing BOS AC Display 7814855				789.50

Invoice Total: \$789.50

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
1,806.00	170.75	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 05/26/25 - 06/01/25
Billed Account Name: Golden Gem Cdd
Billed Account Number: CU80173779
Invoice Number: 117852851000

Return Service Requested

GOLDEN GEM CDD
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



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-io-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" and 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 Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms 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 Advertising Services 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 it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not 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 is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or 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 or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice 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.



MK-WI-S300 GCFS
1555 N. Rivercenter Drive, Suite 300
Milwaukee, WI 53212

7796155



000001947 02 SP 106481409332481 P

Golden Gem Community Development Distric
Attn c/o GMS Central Florida LLC
219 E. Livingston Street
Orlando, FL 32801
United States





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number:
Account Number:
Invoice Date:
Direct Inquiries To:
Phone:

7796155
[REDACTED]
06/25/2025
Schuhle, Scott A
(954)-938-2476

Golden Gem Community Development District
Attn c/o GMS Central Florida LLC
219 E. Livingston Street
Orlando, FL 32801
United States
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Golden Gem Community Development District Special Assessment Revenue Bonds, Series 2024

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$8,546.25

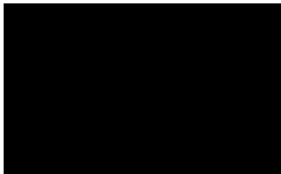
All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

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

Invoice Number:	7796155
Account Number:	[REDACTED]
Current Due:	\$8,546.25
Direct Inquiries To:	Schuhle, Scott A
Phone:	(954)-938-2476

Wire Instructions:



Please mail payments to:

U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 7796155
Invoice Date: 06/25/2025
Account Number: [REDACTED]
Direct Inquiries To: Schuhle, Scott A
Phone: (954)-938-2476

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

Accounts Included [REDACTED]
In This Relationship: [REDACTED]

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP				
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04111 Paying Agent / Regist / Trustee Agent	1.00	7,950.00	100.00%	\$7,950.00
Subtotal Administration Fees - In Advance 06/01/2025 - 05/31/2026				\$7,950.00
Incidental Expenses 06/01/2025 to 05/31/2026	7,950.00	0.075		\$596.25
Subtotal Incidental Expenses				\$596.25
TOTAL AMOUNT DUE				\$8,546.25



Golden Gem
Community Development District

Funding Request #20
August 12, 2025

Bill to: Wyld Oaks Development

	Payee		General Fund
1	GMS- Central Florida, LLC Invoice # 21 - Management Fees August 2025	\$	3,791.67
2	Kimley Horn Invoice # 32627763 - June 2025	\$	3,180.00
3	Kutak Rock, LLP Invoice # 3598886 - General Counsel June 2025	\$	3,798.00
4	Kutak Rock, LLP Invoice # 3598887 - Construction June 2025	\$	259.00
		\$	11,028.67

Total:	\$	11,028.67
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Please make check payable to:

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

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address:
 Account Number:
 ABA#:
 Please send remittance information to: payments@kimley-horn.com

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

GOLDEN GEM CDD
 C/O GOVERNMENTAL MANAGEMENT SERVICES
 219 EAST LIVINGSTON ST
 ORLANDO, FL 32801

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2025

Invoice Amount: \$3,180.00

Invoice No: 32627763
 Invoice Date: Jun 30, 2025
 Project No: 147968000.3
 Project Name: GOLDEN GEM CDD INTERIM
 Project Manager: COSMAS, TROY
 Client Reference: RESOLUTION 2024-05

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
INTERIM ENGINEERING	25,000.00	22,672.50	19,492.50	3,180.00
Subtotal	25,000.00	22,672.50	19,492.50	3,180.00
Total HOURLY NOT TO EXCEED				3,180.00

DESCRIPTION OF SERVICES PERFORMED:

- REVIEW AND APPROVE REQ 44, 45 AND 46
- REVIEW AGENDA FOR BOARD MEETING
- CDD BOARD MEETING ON 6/11
- REVIEW AGENDA TO PREP FOR ENGINEERS REPORT DURING MEETING
- CDD HANDOFF AND COORDINATION. DOCUMENT REVIEW.
- REVIEW PAY APPS 12 AND 17. FINALIZE AND SIGN.
- RECEIVED PAY APP COMMENTS FROM TIM DENNARD.

Total Invoice: \$3,180.00

GOLDEN GEM CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

Invoice No: 32627763
Invoice Date: Jun 30, 2025
Project No: 147968000.3
Project Name: GOLDEN GEM CDD INTERIM
Project Manager: COSMAS, TROY

HOURLY NOT TO EXCEED

Task	Description	Qty Hours	Billing Rate	Current Amount Due
INTERIM ENGINEERING	SENIOR PROFESSIONAL I	5.0	310.00	1,550.00
	SENIOR PROFESSIONAL II	4.0	390.00	1,560.00
	SUPPORT STAFF	0.5	140.00	70.00
TOTAL INTERIM ENGINEERING		9.5		3,180.00
TOTAL LABOR AND EXPENSE DETAIL				3,180.00

This page is for informational purposes only. Please pay amount shown on cover page.

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Golden Gem CDD

c/o Governmental Management Services

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3598886

47123-1

Re: General Counsel

For Professional Legal Services Rendered

06/03/25	A. Willson	0.20	66.00	Confer with Edwards regarding easements
06/05/25	A. Willson	0.70	231.00	Review draft agenda; confer with Kaleita and Tedrow regarding status of various items with City of Apopka; review and revise budget and assessment resolutions
06/11/25	A. Willson	1.70	561.00	Prepare direct collect agreement; confer with Flint, Beninati, Edwards and Barry regarding same; review meeting agenda; attend board meeting; follow up from same; review city revisions to landscape easement; confer with Kaleita regarding same
06/12/25	J. Gillis	0.50	95.00	Review and revise annual assessment resolution and direct collection agreement; confer with staff regarding same
06/12/25	A. Willson	1.10	363.00	Confer with Kaleita regarding direct collect agreement

KUTAK ROCK LLP

Golden Gem CDD

July 30, 2025

Client Matter No. 47123-1

Invoice No. 3598886

Page 2

06/13/25	J. Gillis	0.20	38.00	Confer with staff regarding annual assessment resolution; review and revise same
06/13/25	A. Willson	1.30	429.00	Confer with Flint and Edwards regarding direct collect agreement; confer with Mossing regarding same; confer with Kaleita, Walda and Roberson regarding restriction on use document; review items regarding same; revise special assessment resolution
06/16/25	M. VanSickle	2.70	1,080.00	Prepare Restrictive Covenant regarding utilities in stormwater tract
06/19/25	S. Sandy	0.20	66.00	Confer regarding maintenance bond
06/19/25	M. VanSickle	1.00	400.00	Review developer comments and revise Declaration
06/19/25	A. Willson	1.10	363.00	Review and revise restrictive covenant regarding use of district property; confer with Kaleita and Roberson regarding same
06/20/25	M. VanSickle	0.10	40.00	Prepare emails to facilitate execution of Declaration of Covenants
06/20/25	A. Willson	0.20	66.00	Confer with Kaleita and Flint regarding district execution of restriction on use of property
TOTAL HOURS		11.00		
TOTAL FOR SERVICES RENDERED				\$3,798.00
TOTAL CURRENT AMOUNT DUE				<u>\$3,798.00</u>

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3598887
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

06/19/25	M. Rigoni	0.20	61.00	Confer with Willson regarding maintenance bond
06/19/25	A. Willson	0.60	198.00	Confer with Edwards regarding construction change order and procurement of roadway maintenance bond; review items regarding same

TOTAL HOURS 0.80

TOTAL FOR SERVICES RENDERED \$259.00

TOTAL CURRENT AMOUNT DUE \$259.00

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. It is essential to engage with the community from the outset, ensuring that their voices are heard and their needs are addressed. This participatory approach not only fosters a sense of ownership and commitment among the community members but also allows for the identification of potential challenges and the development of strategies to mitigate them.

The second part of the paper focuses on the design and implementation of the project. It outlines the key principles that should guide the development of the intervention, such as sustainability, scalability, and inclusivity. The importance of monitoring and evaluation is emphasized, as it provides a means of assessing the progress of the project and making adjustments as needed. The paper also discusses the role of the project manager, who must be able to coordinate the various stakeholders involved and ensure that the project remains on track.

The third part of the paper presents a case study of a project that has been successfully implemented in a rural area. This example illustrates the practical application of the principles discussed in the previous sections and provides a valuable source of inspiration for other practitioners. The case study highlights the challenges that were encountered and the strategies that were used to overcome them, as well as the positive impact that the project has had on the community.

In conclusion, the paper emphasizes the need for a holistic and participatory approach to project implementation. By understanding the local context, engaging the community, and following the key principles of sustainability, scalability, and inclusivity, practitioners can increase the likelihood of successful outcomes. The case study provides a concrete example of how these principles can be applied in practice, and the paper concludes with a call to action for all those who are involved in community development work.

Golden Gem
Community Development District

Funding Request #21
September 17, 2025

Bill to: Wyld Oaks Development

Payee		General Fund	
1	GMS- Central Florida, LLC Invoice # 22 - Management Fees September 2025	\$	3,791.67
2	Kutak Rock, LLP Invoice # 3613908 - General Counsel July 2025	\$	1,881.00
3	Kutak Rock, LLP Invoice # 3613909 - Construction July 2025	\$	356.38
		\$	6,029.05
Total:		\$	6,029.05

Please make check payable to:

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

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Golden Gem CDD

c/o Governmental Management Services

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3613908

47123-1

Re: General Counsel

For Professional Legal Services Rendered

07/01/25	A. Willson	0.20	66.00	Confer with Tedrow regarding amendment to development agreement
07/02/25	A. Willson	1.80	594.00	Confer with Tedrow regarding amendment to development agreement; review and revise same; confer with Flint and Vanderbilt regarding upcoming meeting agenda
07/04/25	A. Willson	0.10	33.00	Confer with Vanderbilt regarding upcoming meeting
07/07/25	A. Willson	2.90	957.00	Revise amendment to development agreement; confer with Tedrow regarding same; confer with Flint and Vanderbilt regarding upcoming meeting agenda; confer with Kaleita regarding status of landscape easement execution
07/08/25	A. Willson	0.10	33.00	Confer with Tedrow regarding first amendment to the development agreement
07/22/25	A. Willson	0.20	66.00	Confer with Beninati and Barry regarding district items

KUTAK ROCK LLP

Golden Gem CDD

August 30, 2025

Client Matter No. 47123-1

Invoice No. 3613908

Page 2

07/30/25	A. Willson	0.20	66.00	Confer with Cosmas and Flint regarding engineering agreement; review same
07/31/25	A. Willson	0.20	66.00	Confer with Kaleita regarding execution of assignment of transportation impact fees; review same

TOTAL HOURS	5.70
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TOTAL FOR SERVICES RENDERED	\$1,881.00
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TOTAL CURRENT AMOUNT DUE	<u>\$1,881.00</u>
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KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 30, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3613909
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

07/07/25	J. Gillis	0.50	95.00	Receive and review notice to owner from United Rentals regarding Wyld Oaks infrastructure improvements; prepare response letter regarding same; confer with staff regarding same
07/07/25	A. Willson	0.30	99.00	Prepare response to notice to owner; confer with Flint regarding same
07/08/25	J. Gillis	0.50	95.00	Receive and review notice to owner from National Trench Safety regarding Wyld Oaks infrastructure improvements; prepare response letter regarding same; confer with staff regarding same
07/08/25	A. Willson	0.20	66.00	Review notice to owner; prepare response to same
TOTAL HOURS		1.50		

KUTAK ROCK LLP

Golden Gem CDD

August 30, 2025

Client Matter No. 47123-4

Invoice No. 3613909

Page 2

TOTAL FOR SERVICES RENDERED	\$355.00
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DISBURSEMENTS

Freight and Postage	1.38
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TOTAL DISBURSEMENTS	<u>1.38</u>
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TOTAL CURRENT AMOUNT DUE	<u>\$356.38</u>
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the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, uses and functions of information, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'communication' field is defined as:

...the study of the nature, uses and functions of communication, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information science' field is defined as:

...the study of the nature, uses and functions of information science, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, uses and functions of information studies, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information research' field is defined as:

...the study of the nature, uses and functions of information research, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information theory' field is defined as:

...the study of the nature, uses and functions of information theory, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information practice' field is defined as:

...the study of the nature, uses and functions of information practice, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information policy' field is defined as:

...the study of the nature, uses and functions of information policy, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information law' field is defined as:

...the study of the nature, uses and functions of information law, and the ways in which it is created, communicated, evaluated and used. (p. 1)

The 'information ethics' field is defined as:

...the study of the nature, uses and functions of information ethics, and the ways in which it is created, communicated, evaluated and used. (p. 1)

Golden Gem
Community Development District

Funding Request #22
September 25, 2025

Bill to: Wyld Oaks Development

Payee	General Fund
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1	Egis Insurance	\$	5,300.00
	Invoice # 29161 - FY26 Insurance		

		\$	5,300.00
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Total:		\$	5,300.00
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Please make check payable to:

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



INVOICE

Customer	Golden Gem Community Development District
Acct #	1478
Date	09/11/2025
Customer Service	Kristina Rudez
Page	1 of 1

Golden Gem Community Development District
c/o GMS - Central
219 E Livingston St.
Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 5,300.00
Payment Amount	
Payment for:	Invoice#29161
1001251119	

Thank You

Please detach and return with payment



Customer: Golden Gem Community Development District

Invoice	Effective	Transaction	Description	Amount
29161	10/01/2025	Renew policy	Policy #1001251119 10/01/2025-10/01/2026 Florida Insurance Alliance General Liability - Renew policy Due Date: 9/11/2025	5,300.00

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

Total
\$ 5,300.00

Thank You

Remit Payment To: Egis Insurance Advisors

P.O. Box 748555
Atlanta, GA 30374-8555

(321)233-9939

accounting@egisadvisors.com

Date

09/11/2025