

*Golden Gem
Community Development District*

Agenda

July 8, 2026

AGENDA

Golden Gem

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

July 1, 2026

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, July 8, 2026 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 April 8, 2026 Meeting
4. Public Hearing
 - A. Consideration of Resolution 2026-02 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2026-03 Imposing Special Assessments and Certifying an Assessment Roll
5. New Business Items
 - A. Consideration of Resolution 2026-04 Authorizing District Manager to Establish Accounts with the State Board of Administration (SBA)
 - B. Consideration of Resolution 2026-05 Appointing an Assistant Treasurer
 - C. Consideration of Resolution 2026-06 Adopting the Fiscal Year 2027 Meeting Schedule
 - D. Consideration of Resolution 2026-07 Designating a Date, Time and Location for the Landowners' Meeting and Election
 - E. Consideration of Resolution 2026-08 Setting a Public Hearing to Adopt Updated Rules of Procedure
 - F. Consideration of Series 2024 Requisition #64
6. Ratification Items
 - A. Series 2024 Requisitions #58 - #63
 - B. Infrastructure Change Order #9 with RCS Construction Co., Inc.
 - C. Amendment to Temporary Construction and Access Easement Agreement
 - D. Assignment of Transportation Impact Fee Credits and Ledger
7. Discussion of Impact Fee Credit Sale
8. District Goals and Objectives
 - A. Adopting of Fiscal Year 2027 Goals and Objectives
 - B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form
9. Staff Reports
 - A. Attorney
 - B. Engineer

- C. District Manager's Report
 - i. Approval of Check Registers
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Number of Registered Voters – 0
- CI. Field Manager's Report
- 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
Mackenzie Cerjan, 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, April 8, 2026 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
Taylor Edwards	Assistant Secretary
George Hamner, Jr.	Assistant Secretary
Duane “Rocky” Owen	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Wilson <i>by phone</i>	District Counsel
Mackenzie Cerjan <i>by phone</i>	District Engineer
Jarett Wright	Field Manager
Robbie Szozda Jr.	GMS

FIRST ORDER OF BUSINESS

Roll Call

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

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 January 14, 2026 Meeting

Mr. Flint presented the minutes of the January 14, 2026, Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Hamner, Jr., seconded by Mr. Edwards, with all in favor, the Minutes of the January 14, 2026 Board of Supervisor Meeting, were approved as presented.
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FOURTH ORDER OF BUSINESS**Review and Acceptance of Fiscal Year 2025 Audit Report**

Mr. Edwards stated this item involves reviewing and accepting the Fiscal Year 2025 Audit Report. An annual independent audit was conducted for the CDD by Grau & Associates, as required for government entities. The attached Audit Report included a management section at the end, specifically on pages 43 and 44 of the agenda. There were no current or prior year findings or recommendations, and the CDD complied with all provisions required by the Auditor General. The Audit was described as clean, with no issues noted.

On MOTION by Mr. Linton, seconded by Mr. Hamner, Jr., with all in favor, Acceptance of Fiscal Year 2025 Audit Report, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2026-01 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing**

Mr. Flint explained Resolution 2026-01 involves the approval of the proposed budget and scheduling of the public hearing for its final adoption. Each year, the Board is required to approve an initial proposed budget as the first step in the budget process. This proposed budget is not binding on the District and is attached as Exhibit A. The Board also sets the date, place, and time for the public hearing where the budget will be officially adopted.

Mr. Flint noted that administrative expenses in the proposed budget have generally remained stable, with only a minor inflationary increase of \$200 for management fee-related line items. For operations and maintenance, there is an increase due to the District projecting to take on additional areas for maintenance. Pricing for these new maintenance areas has been coordinated with relevant personnel. The only other sizable increase was for electric as they're going to be transitioning to a two-wire system. That should cover all the meters that they have on the CDD side. The per unit assessment amounts are not impacted by the adjustments. He noted they would have another opportunity at the hearing on July 8th at 10:30 am.

A Board member stated he assumed the real estate taxes are outside of this budget. Mr. Flint explains that, as a governmental entity, they generally do not pay property taxes. The only exception occurs during property conveyance, when an exemption cannot be filed by the deadline resulting in a small property tax. The budget includes a small amount (\$2,500) for such cases, but typically, these taxes are not paid. The situation may depend on information from landowners, and it can be reviewed again before final decisions are made.

On MOTION by Mr. Linton, seconded by Mr. Hamner, Jr., with all in favor, Resolution 2026-01 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Series 2024 Requisitions #56 – #57

Mr. Flint reviewed two requisitions related to the 2024 bond series, both submitted by Kimley-Horn. Requisition #56 covers eligible construction costs to be paid from the bond funds, and Requisition #57 is also for Kimley-Horn. The Board is in the process of ratifying these requisitions and has asked if there are any questions about them.

On MOTION by Linton, seconded by Mr. Edwards, with all in favor, the Series 2024 Requisitions #56 – #57, were ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Wilson stated the District is collaborating with developers, landowners, and the Counsel regarding easement issues to allow access to District property. The Chair has the authority to sign these easements between Board meetings, and they are expected to be ratified at the July meeting.

B. Engineer

There being no comments, the next item followed.

C. District Manager's Report

i. Approval of Check Registers

- 1. January 8, 2026 – February 3, 2026**
- 2. February 4, 2026 – March 3, 2026**
- 3. March 4, 2026 – March 31, 2026**

Mr. Flint presented three check registers for the month of January, February, and for March. The Board had no questions on the check registers.

On MOTION by Linton, seconded by Mr. Hamner, Jr., with all in favor, Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint provided the unaudited financials through the end of March. It includes the combined balance sheet, showing the General Fund, the Debt Service Fund, and the fund of capital

projects, as well as the statements of revenue and expenditures for each fund. Also included is a month to month for the general fund showing the revenue and expenses, the long-term debt report, and the status of the direct assessments.

D. Field Manager's Report

Mr. Wright presented the Field Manager's report. He noted that contracts for landscape maintenance and disking have been finalized and initial services have already started. As April begins, landscape maintenance is shifting to weekly service with crews now on site each week. The newly installed facade is establishing well and is improving, helped by recent rainfall. Staff continue to monitor and replace plants impacted by the freeze, and overall the landscape is in good condition. Some trees may appear dead, but testing confirmed they are still alive and will bloom again after some time.

Mr. Wright stated that Kelly Park Road entrance is almost complete so that section has been built out and is now drivable for the moment. The team is moving forward with additional tracks as notified and is preparing maps to finalize scopes for contract amendments when those tracks are ready for turnover. Robbie, the junior Field Manager, is assisting with daily site operations and may be seen on site, providing extra oversight. Discussions included the installation of fencing around stormwater ponds: two smaller ponds will receive decorative aluminum fencing due to permit and safety requirements (especially for steep slopes), while the larger pond will have a field fence to keep livestock out. Access points for equipment will be included. Any new fencing will be added to the property's insurance schedule, with further details to be sorted when ready.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

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

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2026-02
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Golden Gem Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Golden Gem Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 8TH DAY OF JULY, 2026.

ATTEST:

**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Exhibit A

FY 2027 Budget

Golden Gem
Community Development District

Approved Proposed Budget
FY2027



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Golden Gem
Community Development District
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
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Revenues

Special Assessments - Direct	\$ 340,543	\$ 255,707	\$ 84,836	\$ 340,543	\$ 340,543
Developer Contributions	\$ -	\$ 18,203	\$ -	\$ 18,203	\$ -
Carryforward Balance	\$ -	\$ -	\$ -	\$ -	\$ 44,256

Total Revenues	\$ 340,543	\$ 273,911	\$ 84,836	\$ 358,746	\$ 384,799
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Expenditures

General & Administrative

Supervisor Fees	\$ 12,000	\$ 2,000	\$ 6,000	\$ 8,000	\$ 12,000
FICA Expense	\$ 918	\$ 153	\$ 459	\$ 612	\$ 918
Annual Audit	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 4,500
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,150
Arbitrage	\$ 450	\$ -	\$ 450	\$ 450	\$ 450
Attorney	\$ 25,000	\$ 3,194	\$ 4,472	\$ 7,666	\$ 25,000
Dissemination	\$ 5,000	\$ 2,083	\$ 2,917	\$ 5,000	\$ 5,150
Engineering	\$ 15,000	\$ -	\$ 2,500	\$ 2,500	\$ 15,000
Legal Advertising	\$ 15,000	\$ -	\$ 1,000	\$ 1,000	\$ 15,000
Trustee Fees	\$ 5,500	\$ -	\$ 5,500	\$ 5,500	\$ 6,050
Management Fees	\$ 38,625	\$ 16,094	\$ 22,531	\$ 38,625	\$ 40,000
Information Technology	\$ 1,854	\$ 773	\$ 1,082	\$ 1,854	\$ 1,910
Website Maintenance	\$ 1,236	\$ 515	\$ 721	\$ 1,236	\$ 1,273
Office Supplies	\$ 625	\$ 0	\$ 0	\$ 0	\$ 625
Postage & Delivery	\$ 1,000	\$ 3	\$ 4	\$ 7	\$ 1,000
Printing & Binding	\$ 1,000	\$ 2	\$ 3	\$ 5	\$ 1,000
Telephone	\$ 300	\$ -	\$ -	\$ -	\$ 300
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Insurance	\$ 6,900	\$ 5,300	\$ -	\$ 5,300	\$ 5,830
Property Taxes	\$ -	\$ 2,473	\$ -	\$ 2,473	\$ 2,500
Contingency	\$ 5,000	\$ 460	\$ 644	\$ 1,103	\$ 1,968

Total Administrative	\$ 146,243	\$ 38,224	\$ 53,282	\$ 91,506	\$ 146,459
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Operation and Maintenance

Field Expenditures

Field Management	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,750
Fountain Maintenance	\$ 3,500	\$ -	\$ -	\$ -	\$ 6,000
General Repairs & Maintenance	\$ 10,000	\$ -	\$ -	\$ -	\$ 9,000
Irrigation Repairs	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500
Landscape Maintenance	\$ 60,000	\$ 5,985	\$ 33,033	\$ 39,018	\$ 85,000
Landscape Replacement & Enhancements	\$ 10,000	\$ -	\$ -	\$ -	\$ 8,165
Pond Maintenance	\$ 7,500	\$ -	\$ 7,400	\$ 7,400	\$ 11,655
Electric	\$ 1,500	\$ -	\$ 3,500	\$ 3,500	\$ 15,000
Streetlights	\$ 45,000	\$ -	\$ 30,000	\$ 30,000	\$ 45,000
Water & Sewer	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Lift Station Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Insurance	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,500
Contingency	\$ 5,500	\$ -	\$ -	\$ -	\$ 2,770

Total Field Expenditures	\$ 193,000	\$ 5,985	\$ 98,933	\$ 104,918	\$ 238,340
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Golden Gem
Community Development District
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
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Amenity Expenditures

Janitorial Services	\$ 1,300	\$ -	\$ -	\$ -	\$ -
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Total Amenity Expenditures	\$ 1,300	\$ -	\$ -	\$ -	\$ -
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Total O&M Expenditures:	\$ 194,300	\$ 5,985	\$ 98,933	\$ 104,918	\$ 238,340
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Total Expenditures	\$ 340,543	\$ 44,209	\$ 152,215	\$ 196,424	\$ 384,799
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Excess Revenues/(Expenditures)	\$ -	\$ 229,701	\$ (67,379)	\$ 162,322	\$ -
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Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Hotel	61.50	123.00	0.50	\$11,961.57	\$97.25	\$103.46
Multifamily	1,576.50	2,102.00	0.75	\$306,624.65	\$145.87	\$155.18
Single Family	54.00	54.00	1.00	\$10,502.84	\$194.50	\$206.91
Commercial	58.89	58.89	1.00	\$11,453.93	\$194.50	\$206.91
Total ERU's	1,750.89	2,337.89		340,543.00		

Golden Gem

Community Development District

General Fund Narrative

Revenues:

Special Assessments

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

Administrative Expenditures:

Supervisor Fees

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

FICA Expenditures

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

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

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of

Legal Advertising

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

Trustee Fees

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

Golden Gem

Community Development District

General Fund Narrative

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, attendance of monthly board meetings, recording and transcription of board meetings,

Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates,

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders,

Postage & Delivery

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

Printing & Binding

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

Telephone

Telephone and fax machine.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Insurance

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

Property Taxes

Estimated expenditures for non ad-valorem property taxes.

Contingency

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

Golden Gem

Community Development District

General Fund Narrative

Operations & Maintenance:

Field Operations:

Field Management

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

Fountain Maintenance

Estimated expenditures to maintain the fountains.

General Repairs & Maintenance

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

Irrigation Repairs

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

Landscape Maintenance

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

Landscape Replacement & Enhancement

Estimated expenditures for miscellaneous plant materials outside of the landscaping contract.

Pond Maintenance

Estimated expenditures to disc three ponds six times annually.

Electric

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

Streetlights

Estimated expenditures to provide electricity to the streetlights.

Water & Sewer

Estimated expenditures to provide water and sewer.

Lift Station Maintenance

Expenses incurred by the District for repairs and upkeep of the lift station.

Property Insurance

Annual insurance policy for Property & Casualty provided by EGIS Risk Advisors for coverage of the entry

Contingency

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

Golden Gem
Community Development District
Debt Service Series 2024

	Adopted Budget FY 2026	Actuals Thru 2/28/26	Projected Next 7 Months	Total Projected 9/30/26	Proposed Budget FY 2027
<u>Revenues</u>					
Carry Forward Surplus ⁽¹⁾	\$ 1,286,579	\$ 1,345,280	\$ -	\$ 1,345,280	\$ 1,434,793
Special Assessments	\$ 2,138,668	\$ -	\$ 2,138,668	\$ 2,138,668	\$ 2,138,668
Interest Income	\$ 75,000	\$ 52,654	\$ 36,858	\$ 89,512	\$ 75,000
Interfund Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 3,500,246	\$ 1,397,935	\$ 2,175,526	\$ 3,573,460	\$ 3,648,460
<u>Expenditures</u>					
Interfund Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Series 2024</u>					
Interest-11/1	\$ 1,069,334	\$ 1,069,334	\$ -	\$ 1,069,334	\$ 1,069,334
Principal-5/1	\$ -	\$ -	\$ -	\$ -	\$ -
Interest-5/1	\$ 1,069,334	\$ -	\$ 1,069,334	\$ 1,069,334	\$ 1,069,334
Total Expenditures	\$ 2,138,668	\$ 1,069,334	\$ 1,069,334	\$ 2,138,668	\$ 2,138,668
Excess Revenues/(Expenditures)	\$ 1,361,579	\$ 328,601	\$ 1,106,192	\$ 1,434,793	\$ 1,509,793

⁽¹⁾ Net of Debt Service Reserve funds.

Interest 11-1-27	\$ 1,069,334
Principal 11-1-27	\$ -
	\$ 1,069,334

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Gross Per Unit
Hotel	61.50	123.00	0.50	\$774.68	\$824.13
Multifamily	1,576.50	2,102.00	0.75	\$1,162.02	\$1,236.20
Single Family	54.00	54.00	1.00	\$1,549.36	\$1,648.26
Commercial	58.89	58.89	1.00	\$1,549.36	\$1,648.26
Total ERU's	1,750.89	2,337.89			

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

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

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

Golden Gem
Community Development District
Non-Ad Valorem Assessments
2026-2027

Parcel	Acreage	FY26			FY27			Change
		O&M ⁽¹⁾	Debt	Total	O&M ⁽¹⁾	Debt	Total	
272013948000001	8.312	\$19,140.56	\$120,205.95	\$139,346.51	\$19,140.56	\$120,205.95	\$139,346.51	-
272013948000002	3.936	\$9,063.67	\$56,921.39	\$65,985.06	\$9,063.67	\$56,921.39	\$65,985.06	-
272013948001000	48.827	\$112,436.98	\$706,123.20	\$818,560.18	\$112,436.98	\$706,123.20	\$818,560.18	-
272013948002000	8.74	\$20,126.14	\$126,395.57	\$146,521.71	\$20,126.14	\$126,395.57	\$146,521.71	-
272013948003000	15.627	\$35,985.27	\$225,993.55	\$261,978.82	\$35,985.27	\$225,993.55	\$261,978.82	-
272013948005000	4.074	\$9,381.45	\$58,917.11	\$68,298.56	\$9,381.45	\$58,917.11	\$68,298.56	-
272013948006000	9.007	\$20,740.98	\$130,256.86	\$150,997.84	\$20,740.98	\$130,256.86	\$150,997.84	-
272013948007000	46.734	\$107,617.30	\$675,854.78	\$783,472.08	\$107,617.30	\$675,854.78	\$783,472.08	-
272013948008000	12.067	\$27,787.43	\$174,509.77	\$202,297.20	\$27,787.43	\$174,509.77	\$202,297.20	-
Total Gross Direct	157.324	\$362,279.78	\$2,275,178.18	\$2,637,457.96	\$362,279.78	\$2,275,178.18	\$2,637,457.96	-
Total Net Direct		\$340,542.99	\$2,138,667.49	\$2,479,210.48	\$340,542.99	\$2,138,667.49	\$2,479,210.48	

⁽¹⁾ The O&M Assessments will initially be allocated to the assessable property within the District on an equal acreage basis. Once property is platted and/or sold, the O&M Assessments will be assigned to such property based on entitlements for the number of units and product types assigned.

SECTION B

RESOLUTION 2026-03
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2026; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than November 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027.

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2026; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than March 1, 2027, and 50% due no later than September 1, 2027.
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

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

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

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 8th day of July, 2026.

ATTEST:

**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A

Budget

Exhibit B

Assessment Roll

SECTION V

SECTION A

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO ESTABLISH ACCOUNTS WITH THE STATE BOARD OF ADMINISTRATION; APPOINTING THE DISTRICT MANAGER AS ITS LEGAL REPRESENTATIVE WITH RESPECT TO SAID ACCOUNTS AND PROVIDING FOR THE DURATION OF SAID AUTHORIZATION.

WHEREAS, the Golden Gem Community Development District (the "District") is a local unit of special purpose government created and existing under Chapter 190, Florida Statutes, and situated within Orange County, Florida; and

WHEREAS, the District finds that from time to time it has funds on hand in excess of current needs; and

WHEREAS, it is in the best interest of the District and its landowners that said excess funds be invested to return the highest yield consistent with proper safeguards and the District's currently-adopted policies regarding the deposit of public funds.

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

SECTION 1. That the District Manager, GMS Central Florida, and its designee, as legal representative(s) of the District are hereby authorized to act as the administrator(s) for funds held at the State Board of Administration.

SECTION 2. The District Manager and/or its designee shall have the authority to establish an account(s) on behalf of the District with the State Board of Administration, withdraw funds from or transmit funds to said account(s) at the State Board of Administration, establish funds transfer instructions, name designee(s), and initiate changes to this information via the Investment Pool Input Document.

SECTION 3. That this authorization shall be continuing in nature until revoked by the District or until a new legal representative is appointed.

PASSED AND ADOPTED this 8th day of July, 2026.

ATTEST

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

District Manager

Chairperson, Board of Supervisors

SECTION B

RESOLUTION 2026-05

**A RESOLUTION OF THE GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT ELECTING

AS ASSISTANT TREASURER
OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Golden Gem Community District desires to elect _____ as an Assistant Treasurer.

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

1. _____ is elected Assistant Treasurer of the Board of Supervisors.

Adopted this 8th day of July, 2026.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

SECTION C

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR THE FISCAL YEAR 2026/2027; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“Fiscal Year 2026/2027”), attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 8th day of July, 2026.

ATTEST:

**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Annual Meeting Schedule

Exhibit A: Fiscal Year 2026/2027 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027**

The Board of Supervisors of Golden Gem Community Development District will hold their regular meetings for the Fiscal Year 2026/2027 at 10:30 AM on the second Wednesday of each month at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801, unless otherwise indicated as follows:

October 14, 2026
November 11, 2026
December 9, 2026
January 13, 2027
February 10, 2027
March 10, 2027
April 14, 2027
May 12, 2027
June 9, 2027
July 14, 2027
August 11, 2027
September 8, 2027

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

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

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

District Manager

SECTION D

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEAT SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Craig Linton, Jr. - LO	11/2028
2	H.M. Ridgely, III - LO	11/2026
3	Taylor J. Edwards- LO	11/2028
4	George F. Hamner, Jr.- LO	11/2026
5	Rocky Owen - LO	11/2026

This year, Seat 2, currently held by H.M. Ridgely, III, Seat 4, currently held by George F. Hamner, Jr., and Seat 5, currently held by Rocky Owen, are subject to election by landowners in November 2026. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for the successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November 3, 2026, at 10:30 a.m., and located at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election have been announced by the Board at its July 8, 2026 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as Exhibit A. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services, LLC, Orlando, Florida 32801.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 8th DAY OF JULY, 2026.

**GOLDEN GEM COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Golden Gem Community Development District ("**District**"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 199.869 acres, generally located south of Kelly Park Road, west of Florida 429 Tollway, north of Park View Preserve Development and east of Golden Gem Road in Orange County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801, Ph: (407) 841-5524 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: _____ .M.

LOCATION: _____

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for the successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
CITY OF APOPKA, ORANGE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Golden Gem Community Development District to be held at _____, on November 3, 2026, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
CITY OF APOPKA, ORANGE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026

For Election (3 Supervisors): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Golden Gem Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
2		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

SECTION E

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2026, at 10:30 a.m., at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**RULES OF PROCEDURE
GOLDEN GEM
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF ~~MARCH 13, 2024~~ _____, 2026

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Rule 1.0 General.

- (1) The Golden Gem Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by ~~electronic~~ maile-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation ~~in~~within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and ~~Committees~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (67) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including

only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, [286.012](#), Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these

rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word “**extensive**” shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but ~~no~~not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in within the county or counties in which the District ~~and~~is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. ~~"General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public~~ if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~ as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

- (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i confidential and ~~any~~ii confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public ~~comment~~comments
Organizational matters
Review of minutes

Specific items of old business
Specific items of new business
Staff reports
 (a) District Counsel
 (b) District Engineer
 (c) District Manager
 1. Financial Report
 2. Approval of Expenditures
Supervisor's requests and comments
~~Public comment~~
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of

any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

~~(1)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:

~~(a)~~(a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

~~(b)~~ (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

~~(c)~~ (d) Support economical and efficient operations; and

~~(d)~~ (e) Ensure reliability of financial records and reports; and

~~(e)~~ (f) Safeguard assets.

~~(2)~~ (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ~~(“Rule”).~~ Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (~~24~~) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a (“Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a”) setting forth the following:~~
- (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule, ~~cite the specific legal authority for the proposed rule;~~
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
- ~~and include~~ (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, ~~if available~~ of such rule or documents.
- (b) ~~All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.~~ The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.
- (35) Notice of ~~Proceedings and Proposed Rules~~Rulemaking.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action; (the “Notice of Rulemaking”) ~~setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a the~~ following:

- (i) A short, plain explanation of the purpose and effect of the proposed rule;
- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, ~~and a that~~ describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. ~~The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a~~;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by ~~section (2)~~ Section 4 of

this Rule appeared, except when the intended action is the repeal of a rule.

(b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in~~within the ~~District and each~~ county or counties in which the District is located ~~not less than~~at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of notice, the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

~~(e)~~(c) The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice ~~by mail of District~~of the District's rulemaking proceedings ~~to adopt, amend, or repeal a rule.~~ Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(48) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must ~~either~~ conduct a rule development workshop prior to proposing rules for adoption ~~or~~ for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson ~~must explain~~ ~~in~~explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District’s proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager’s contact information.

(9) Petitions to Initiate Rulemaking.

(5a) ~~Petitions to Initiate Rulemaking.~~ All Petitions to Initiate Rulemaking ~~proceedings~~Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the

proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the ~~Board~~District shall either i) initiate rulemaking proceedings~~or, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

(c) If the petition is directed to an ~~existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and~~unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the ~~policy~~proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

~~(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

(i) If the District elects to hold a public hearing, notice of the public hearing ("Notice of Rulemaking Petition Public Hearing") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

~~(a) The text of the proposed rule, or any amendment or repeal of any existing rules;~~

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

~~(b) A detailed written statement of the facts and circumstances justifying the proposed rule;~~

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(d10) ~~The published notice~~ Public Hearing.

(7a) ~~Hearing.~~ The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the ~~notice described in section (3) of this Rule~~ Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. ~~The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.~~ When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (8a) ~~Emergency Rule Adoption.~~ The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~Prior to the adoption of an emergency rule, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt emergency rules shall be published as soon as possible in a newspaper of general circulation in the District.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “Notice of Emergency Rule”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (912) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the

Florida Statutes, may be published in a newspaper of general circulation ~~in~~within the county or counties in which the District is located.

(~~10~~13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record~~ (“Rulemaking Record”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, ~~if~~as applicable:

- (a) ~~The texts~~A copy of the ~~proposed rule and the adopted~~ rule;
- (b) ~~All notices given for a proposed~~Any material incorporated by reference in the rule;
- (c) ~~Any~~A detailed written statement of ~~estimated regulatory costs for the~~the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (~~d~~e) A ~~written summary of hearings, if any, on~~statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (~~e~~) ~~All written comments received by the District and responses to those written comments; and~~
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (~~f~~g) ~~All notices and findings pertaining to~~If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(~~11~~14) Petitions to Challenge ~~Existing~~ Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication

of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) ~~Within 30 days after~~At the hearing, the ~~hearing officer shall render a decision and state the reasons therefor in writing.~~ petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. ~~The~~ For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

~~(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

~~(12)~~15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District ~~Rule~~rule may file a petition with the District, requesting a variance or waiver from the District's ~~Rule~~rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ~~Rule~~rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the ~~petitioner's~~petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the ~~District's~~District's action. The District shall maintain a record of the type and disposition of each petition filed.
- ~~(1316)~~ Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. ~~Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.~~

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of

the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the ~~firm's or individual's~~ firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional

or local governmental entity or political subdivision of the State of Florida.

- (o) **“Request for Proposals” or “RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation ~~in~~ within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise

valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each ~~consultant's~~ consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all ~~consultants~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

~~(1)~~ Definitions.

- ~~(a) “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.~~
- ~~(b) “Committee” means the auditor selection committee appointed by the Board as described in section (2) of this Rule.~~

~~(2)~~ (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“Committee”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

~~(3)~~ (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- ~~(a)~~ Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

~~(4)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation ~~in the District and within~~ the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

~~(5)~~ (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals~~—, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.~~

- ~~(6)~~ (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection ~~(32)~~(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

~~(7)~~ (6) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

~~(8)~~ (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

~~(9)~~ (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute

a waiver of proceedings under those Rules,¹¹ or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - ~~(a)~~ (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - ~~(b)~~ (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - ~~(c)~~ (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - ~~(d)~~ (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - ~~(e)~~ (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - ~~(f)~~ (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - ~~(g)~~ (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to

guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- ~~(h)~~ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~ hand delivery, or ~~by~~ overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - ~~(a)-~~ (a) The Board shall cause to be prepared a Request for Qualifications.
 - ~~(b)-~~ (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - ~~(c)-~~ (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the ~~District and within the county~~ or counties in which the ~~District~~ project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - ~~(d)-~~ (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ electronic mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - ~~(e)-~~ (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) ~~(3)~~ Suspension, Revocation, or Denial of Qualification

- ~~(a)~~ (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- ~~i.~~ (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ~~ii.~~ (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- ~~iii.~~ (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

- ~~iv.~~ (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- ~~v.~~ (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- ~~vi.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- ~~vii.~~ (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- ~~viii.~~ (viii) The vendor failed to notify the District within ~~ten (10)~~ days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ~~ix.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- ~~x.~~ (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- ~~xi.~~ (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- ~~xii.~~ (xii) The vendor or affiliate(s) has been convicted of a contract crime.
- ~~1.~~ 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud,

bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

~~2.~~ 2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

~~(b)~~ (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

~~(c)~~ (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ~~ten (10)~~ days after the receipt of the notice of intent, the hearing shall be held within ~~thirty (30)~~ days after receipt by the District of the request for the hearing. The decision shall be issued within ~~fifteen (15)~~ days after the hearing.

~~(d)~~ (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

~~(e)~~ (e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- ~~i.~~ (i) Impacts on project schedule, cost, or quality of work;
- ~~ii.~~ (ii) Unsafe conditions allowed to exist;
- ~~iii.~~ (iii) Complaints from the public;
- ~~iv.~~ (iv) Delay or interference with the bidding process;
- ~~v.~~ (v) The potential for repetition;
- ~~vi.~~ (vi) Integrity of the public contracting process;

~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation ~~in the District and in~~within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~e-mail, United States Mail, hand delivery, or ~~faesimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in

accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past ~~five (5)~~ years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon

request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all ~~contractors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- ~~(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation ~~in~~within the county in which the ~~District~~project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~electronic mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all ~~consultants by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile,~~ or overnight delivery service. The District may alternatively post the notice of intent to award

on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of ~~two hundred thousand dollars (\$200,000)~~, the Board ~~should~~shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding ~~two hundred thousand dollars (\$200,000)~~, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - ~~(a)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - ~~(b)~~ (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - ~~(c)~~ (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - ~~(d)~~ (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to

businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or

may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the ~~District and within the county~~ or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ electronic mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

[Link-to-previous setting changed from off in original to on in modified.]

- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
 - (d) The District does not accept documents filed by ~~electronic mail~~-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~facsimile~~-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;

- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- ~~(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~
- (65) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

[Link-to-previous setting changed from off in original to on in modified.]

(~~7~~8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

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Rule 4.0 Effective Date.

These Rules shall be effective ~~March 13, 2024~~ January 1, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 6/15/2026 2:38:29 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4874-2584-6686/1/Rules of Procedure (2024) - Golden Gem.doc	
Modified DMS: nd://4929-8627-4477/1/Rules of Procedure (2026) - Golden Gem.docx	
Changes:	
<u>Add</u>	379
Delete	275
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	654

SECTION F

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: 64

(B) Name of Payee: City of Apopka

(C) Amount Payable: \$199,343.38

(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.



Mackenzie Cerjan, P.E.
Kimley-Horn and Associates, Inc.
07/02/2026

Consulting Engineer

City of Apopka - Maintenance Bond and Engineering Inspection Fee

Wyld Oaks Infrastructure and Mass Grading 5.28.26

Potable Water	\$1,177,601.12	Maintenance Bond 10% of Public Improvements
Reclaimed	\$412,434.89	\$767,373.52 @ 10%
Fire Hydrants	\$118,550.69	\$767,373.52 Maintenance Bond Amount
Sewer		
Forcemain	\$616,701.89	
Lift Station		Engineering Inspection Fees 5 % up to \$300,000 2.5% of amount over \$300,000
Roads	\$2,269,011.17	
Drainage	\$2,698,799.66	\$15,000.00 @ 5% amount \$184,343.38 @ 2.5% amount
Sidewalk	\$380,635.74	
Summary of Items=	\$7,673,735.16	\$199,343.38 Engineering Inspection Fee Amount

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ADOPTING A FEE SCHEDULE AS AUTHORIZED BY ARTICLE 1, SECTION 1.2, SUBSECTION 1.2.3, LAND DEVELOPMENT CODE, PART III, CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article 1, Section 1.2, subsection 1.2.3, Land Development Code, Code of Ordinances of the City of Apopka, Florida, provides for the establishment of fee schedule to be adopted by Resolution of the City Council for the costs of administration of the Land Development Code; and

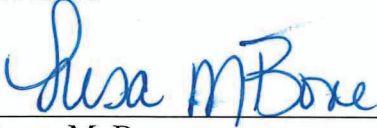
WHEREAS, the City Council has determined that adopting Land Development Fee Schedule for City services serves a municipal and public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:

SECTION I. The City Council hereby adopts the City's Land Development Fee Schedule, Schedule A, attached hereto and by this reference incorporated herein.

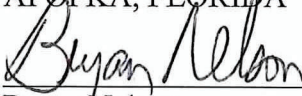
SECTION II. This Resolution shall become effective upon final adoption by the City Council.

ATTEST



Susan M. Bone
City Clerk

CITY COUNCIL OF THE CITY OF
APOPKA, FLORIDA



Bryan Nelson
Mayor

APPROVED as to form and legal sufficiency



Michael A. Rodríguez
City Attorney

SCHEDULE A
LAND DEVELOPMENT FEES
CITY OF APOPKA

PLANNING & ZONING	
ENTITLEMENT APPLICATION FEES	FEES
Annexation	\$0.00 Annexation + FLU/Zoning at combined rate, ½ fee rate for a single SF residential unit
Special Exception	\$1,000.00
Variance	\$600.00
Appeal Filing Fee to City Council	\$375.00
Vacation of Public Property, Rights-of-Way, Easement, Alley, etc.	\$750.00
DEVELOPMENT REVIEW FEES	FEES
Rezoning	
Non-PD or not within KPI Form-Based Code Area	\$1,200.00
Planned Development (PD) and Master Plan	\$2,000.00
Comprehensive Plan Amendment	
Large Scale	\$4,000.00
Small Scale	\$2,000.00
Major Development (f/k/a Preliminary Development Plan)	\$1,000.00
Construction Site Plan (f/k/a Final Development Plan)	\$1,000.00
Amendment to Planned Development	\$1,000.00
Amendment to Conditions of Approval for Development Agreement	\$500.00
Resubmittal of Development Plans (after three (3) submittals)	\$500.00
Revision to Approved Development Plan	\$1,000.00
Zoning Verification Letter	\$100.00
Plat or Replat	\$500 plus \$15.00 per lot
OTHER	FEES
Address Assignment	New Residential: \$10.00/lot New Non-Residential: \$25.00/lot Re-Address: \$25.00/lot
Arbor Permit Application Fees	
Single Family Lot	\$10.00/inch up to \$100.00 or \$20.00 with tree replacement

Approved Development Plans	\$15.00/inch
Illegal Tree Removal and Tree Restoration Plan Review	\$150.00

* - Notes:

1. Costs incurred in addition to established fees for advertising, city attorney, postage or consultant expenses must be paid to the City.
2. Cancellation of public hearing by applicant will necessitate applicant paying all readvertising costs.
3. Plans which require resubmittal and are not submitted within sixty (60) days of review date will be considered expired.
4. There will be no refund of any fees once the application has been distributed to City Staff for review.

ENGINEERING	
	FEES
Review of Utility Plans for County Subdivision or Site Plan	
Residential, per unit	\$20.00
Commercial, per unit	\$100.00
City Engineer review and consultation of specific projects (other than site plan review) will be charged to the applicant on an hourly basis after the first hour. Costs incurred will be calculated utilizing personnel costs times a multiplier of 2.2 (Contact City Engineer for details)	
Engineering Inspection Fees (based on the following percentage of the construction cost of public improvements or each project) *:	
\$0.00 to \$300,000.00	5%
\$300,000.01 and over	2.50%
<i>* - Any required oversizing amounts will be subtracted before the above calculation is made</i>	
Residential Driveway Inspections	\$100/driveway
Residential Sidewalk Inspections	\$50.00 for 1st 100 linear feet or fraction thereof, plus \$0.30/linear ft. for footage exceeding 100 linear ft.
Right-of-Way Permit	\$100.00
Excavation Permit	30-Day Permit (10,000 cu. yd. maximum) Permit fee payable prior to issuance of permit: \$384.00 Administration Fee for permits: \$298.00 Annual Fee for permits exceeding 30 days in length: \$2,728.00

* - Notes:

1. Costs incurred in addition to established fees for advertising, city attorney, postage or consultant expenses must be paid to the City.
2. Cancellation of public hearing by applicant will necessitate applicant paying all re-advertising costs.
3. Plans which require resubmittal and are not submitted within sixty (60) days of review date will be considered expired.

SECTION VI

SECTION A

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: 58

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: \$739.50

(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.



4/15/2026
Consulting Engineer
Mackenzie Cerjan, P.E.
Kimley-Horn and Associates

Reg. 58 - Invoice Summary

<u>Vendor</u>	<u>Date</u>	<u>Invoice</u>	<u>Amount</u>
Kutak Rock LLP	12.04.25	3669504	\$ 429.00
Kutak Rock LLP	02.27.26	3704067	\$ 310.50
			<u>\$ 739.50</u>

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

December 4, 2025

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3669504

Client Matter No. 47123-4

Notification Email: cflgroup@kutakrock.com

Invoice No. 3669504

47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

10/02/25	A. Willson	0.50	165.00	Confer with Edwards and Flint regarding construction items
10/06/25	A. Willson	0.80	264.00	Review change order 5; confer with Edwards regarding same

TOTAL HOURS 1.30

TOTAL FOR SERVICES RENDERED \$429.00

TOTAL CURRENT AMOUNT DUE \$429.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 27, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3704067

Client Matter No. 47123-4

Notification Email: efgroup@kutakrock.com

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

Invoice No. 3704067
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

01/05/26	A. Willson	0.90	310.50	Review construction items; confer with Edwards and Taylor regarding same
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TOTAL HOURS 0.90

TOTAL FOR SERVICES RENDERED \$310.50

TOTAL CURRENT AMOUNT DUE \$310.50

UNPAID INVOICES:

December 4, 2025	Invoice No. 3669504	429.00
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TOTAL DUE \$739.50

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This involves a thorough analysis of the social, cultural, and economic factors that may influence the success or failure of the intervention. The second part of the paper describes the methodology used in the study, including the selection of participants, the data collection methods, and the analysis techniques. The third part of the paper presents the results of the study, which show that the intervention had a positive impact on the target population. The final part of the paper discusses the implications of the findings for future research and practice.

The study was conducted in a rural area of a developing country, where access to basic services such as healthcare and education is limited. The intervention aimed to improve the health and well-being of the community by providing access to these services. The results of the study show that the intervention was successful in achieving its goals, and that the community has benefited from the improved access to services.

The findings of the study have several implications for future research and practice. First, it highlights the importance of understanding the local context in which a project is implemented. Second, it shows that a community-based approach to development can be effective in improving the health and well-being of the target population. Third, it suggests that the intervention could be scaled up to other areas of the country.

In conclusion, the study shows that the intervention had a positive impact on the target population, and that the community has benefited from the improved access to services. The findings of the study have several implications for future research and practice, and suggest that the intervention could be scaled up to other areas of the country.

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: 59

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

(C) Amount Payable: \$249,694.29

(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.



4/15/2026
Consulting Engineer
Mackenzie Cerjan, P.E.
Kimley-Horn and Associates

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: 16

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
Vero Beach, FL 32963
FROM CONTRACTOR:
RCS CONSTRUCTION CO. INC.
295 E. HWY 50 SUITE 1
CLERMONT, FL 34711
CONTRACT FOR:

VIA ARCHITECT:

PERIOD TO: 1/28/26

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	\$ 14,205,286.49
2. Net change by Change Orders	\$ (2,325,691.62)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 11,879,514.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 11,179,046.20
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 558,952.31
b. 5 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 558,952.31
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 10,620,093.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 10,319,257.39
8. CURRENT PAYMENT DUE	\$ 300,836.50 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,259,420.98
Total Completed and Stored To Date Allocated To Cadence	\$ 1,863,857.90
Total Retainage At 5%	\$ 93,192.90
Total Allocated To Cadence, Less Retainage	\$ 1,770,665.01
Less Previous Balances Due By Cadence	\$ 1,719,522.80
Current Payment Due By Cadence	\$ 51,142.21
Total Completed and Stored To Date Allocated To CDD	\$ 8,662,221.98
Total Retainage At 5%	\$ 433,111.10
Total Allocated To CDD, Less Retainage	\$ 8,229,110.88
Less Previous Balances Due By CDD	\$ 7,979,416.59
Current Payment Due By CDD	\$ 249,694.29
Total Completed and Stored To Date Allocated To KPVB	\$ 652,966.32
Total Retainage At 5%	\$ 32,648.32
Total Allocated To KPVB, Less Retainage	\$ 620,318.00
Less Previous Balances Due By KPVB	\$ 620,318.00
Current Payment Due By KPVB	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	(\$2,337,886.37)	
Total approved this Month	\$12,194.75	
TOTALS	(\$2,325,691.62)	\$0.00
NET CHANGES by Change Order	(\$2,325,691.62)	

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: Jody B. B...Date: 1/30/26State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 28th day of January, 2025
Notary Public:
My Commission expires:

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 \$ See Engineer Cert below

(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:

By: Makayla Newmons Date: 01/30/2026

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.

MAKAYLA NEWMONS
Notary Public
State of Florida
Comm# HH653809
Expires 3/19/2029ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
DATE: 2/2/2026
AMOUNT CERTIFIED: \$300,836.50

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure Application #16

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

AMOUNT CERTIFIED..... \$300,836.50

(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: 02/24/26

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 G702, APPLICATION AND CERTIFICATION FOR PAYMENT, contains Contractor's signed certification as attached.

AIA DOCUMENT G702

APPLICATION NO: 16
APPLICATION DATE: 1/28/2025
PERIOD TO: 1/28/2024

Page 1 of 6 Pages

Use Column 1 to Columns where variable amounts for line items may apply.

ARCHITECTS PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	B				C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R	
		SUBTOTAL VALUES				WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN C.D.R.F.)		TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (G-H)		RETAINAGE (I-VARIABLE RATE)		Considered "Shared Improvement"		Percent Eligible For Payment By Certificate		Total Completed And Stored To Date Eligible For Payment (By Certificate)		Total Certificate Retainage (L-5%)		Percent Eligible For Payment By C.D.R.		Total Completed And Stored To Date Eligible For Payment (By C.D.R.)		Total (Q)		Total Completed And Stored To Date To Be Paid (P-C.P.W.)		Total R.P.W.D. Retainage (Q-5%)					
		Quantity	Unit	Price	Total																																
General Conditions, Mobilization, Survey																																					
1.	MOBILIZATION	1	LS	\$13,750.00	\$13,750.00	\$13,750.00			\$13,750.00	100%	\$0.00	\$547.50	Yes	12.00%	\$2,137.50	\$116.88	82.00%	\$11,412.50	\$570.63	\$0.00	\$0.00																
2.	GENERAL CONDITIONS	1	LS	\$221,250.00	\$221,250.00	\$221,250.00			\$221,250.00	100%	\$0.00	\$11,062.50	Yes	12.00%	\$27,612.50	\$1,480.63	82.00%	\$183,637.50	\$9,151.88	\$0.00	\$0.00																
3.	PERFORMANCE BOND	1	LS	\$103,750.00	\$103,750.00	\$103,750.00			\$103,750.00	100%	\$0.00	\$5,187.50	Yes	12.00%	\$12,412.50	\$681.88	82.00%	\$86,337.50	\$4,369.63	\$0.00	\$0.00																
4.	LAYOUT/ASSEMBLY	1	LS	\$26,118.75	\$26,118.75	\$26,118.75			\$26,118.75	84%	\$5,398.75	\$5,556.00	Yes	12.00%	\$11,971.40	\$791.22	82.00%	\$22,779.60	\$1,144.40	\$0.00	\$0.00																
5.	SWAMP	1	LS	\$28,750.00	\$28,750.00	\$28,750.00			\$28,750.00	100%	\$0.00	\$1,437.50	Yes	12.00%	\$4,112.50	\$244.38	82.00%	\$3,168.12	\$1,593.38	\$0.00	\$0.00																
6.	SILT FENCE	21818	LF	\$1.81	\$39,490.58	\$39,490.58			\$39,490.58	100%	\$0.00	\$1,974.53	Yes	12.00%	\$4,713.40	\$255.67	82.00%	\$32,777.18	\$1,618.46	\$0.00	\$0.00																
7.	TREE PROTECTION	1930	LF	\$6.73	\$19,718.90	\$19,718.90			\$19,718.90	100%	\$0.00	\$985.95	Yes	12.00%	\$2,352.21	\$147.61	82.00%	\$16,366.69	\$818.33	\$0.00	\$0.00																
8.	CONSTRUCTION ENTRY	2	EA	\$12,647.28	\$25,294.56	\$25,294.56			\$25,294.56	100%	\$0.00	\$1,264.73	Yes	12.00%	\$4,306.08	\$215.00	82.00%	\$20,994.48	\$1,049.73	\$0.00	\$0.00																
9.	MASS GRADING	31977	CY	\$2.81	\$89,838.51	\$89,838.51			\$89,838.51	100%	\$0.00	\$4,491.93	Yes	12.00%	\$15,272.55	\$763.63	82.00%	\$74,564.96	\$3,734.30	\$0.00	\$0.00																
10.	ROADWAY GRADING	1	LS	\$97,182.88	\$97,182.88	\$97,182.88			\$97,182.88	98%	\$1,365.84	\$4,180.03	Yes	12.00%	\$16,252.03	\$812.60	82.00%	\$79,148.03	\$3,967.43	\$0.00	\$0.00																
11.	SOIL BEHIND CURB	10613	CY	\$3.69	\$39,161.97	\$39,161.97	\$15,000.00		\$11,161.97	73%	\$7,141.97	\$750.00	Yes	12.00%	\$2,550.00	\$127.50	82.00%	\$12,450.00	\$622.50	\$0.00	\$0.00																
12.	6" FORCE MAIN	5744	LF	\$70.77	\$370,855.68	\$370,855.68			\$370,855.68	100%	\$0.00	\$18,542.78	Yes	12.00%	\$45,145.47	\$2,257.27	82.00%	\$34,888.20	\$1,728.07	\$0.00	\$0.00																
13.	20" PLUG VALVE	14	EA	\$5,619.75	\$78,676.50	\$78,676.50			\$78,676.50	100%	\$0.00	\$3,909.92	Yes	12.00%	\$13,125.00	\$666.25	82.00%	\$65,701.50	\$3,243.07	\$0.00	\$0.00																
14.	12"x12" WET TAP	2	EA	\$18,098.18	\$32,132.36	\$32,132.36			\$32,132.36	100%	\$0.00	\$1,606.62	Yes	12.00%	\$5,452.50	\$272.13	82.00%	\$26,669.86	\$1,331.49	\$0.00	\$0.00																
15.	6" FORCE MAIN	688	LF	\$50.15	\$32,484.24	\$32,484.24			\$32,484.24	100%	\$0.00	\$1,624.21	Yes	12.00%	\$5,522.12	\$276.12	82.00%	\$26,962.12	\$1,348.10	\$0.00	\$0.00																
16.	6" PLUG VALVE	12	EA	\$8,905.12	\$46,862.04	\$46,862.04			\$46,862.04	100%	\$0.00	\$2,343.10	Yes	12.00%	\$7,956.55	\$398.33	82.00%	\$38,863.59	\$1,944.77	\$0.00	\$0.00																
17.	4" FORCE MAIN	20	LF	\$36.17	\$723.40	\$723.40			\$723.40	100%	\$0.00	\$36.17	Yes	12.00%	\$122.88	\$6.13	82.00%	\$600.42	\$30.02	\$0.00	\$0.00																
18.	4" PLUG VALVE	1	EA	\$2,356.34	\$2,356.34	\$2,356.34			\$2,356.34	100%	\$0.00	\$118.32	Yes	12.00%	\$492.28	\$20.11	82.00%	\$1,964.06	\$96.20	\$0.00	\$0.00																
19.	FORCE MAIN FITTINGS	1	LS	\$78,184.45	\$78,184.45	\$78,184.45			\$78,184.45	100%	\$0.00	\$3,909.22	Yes	12.00%	\$13,291.36	\$664.57	82.00%	\$64,893.09	\$3,244.63	\$0.00	\$0.00																
20.	TESTING	1	LS	\$12,278.25	\$12,278.25	\$12,278.25			\$12,278.25	100%	\$0.00	\$613.91	Yes	12.00%	\$3,127.30	\$104.37	82.00%	\$10,190.95	\$509.55	\$0.00	\$0.00																
21.	36" HDPE	991	LF	\$50.29	\$46,810.68	\$46,810.68			\$46,810.68	100%	\$0.00	\$2,340.53	Yes	12.00%	\$7,597.82	\$379.89	82.00%	\$43,412.79	\$2,150.64	\$0.00	\$0.00																
22.	24" HDPE	1279	LF	\$77.30	\$96,362.30	\$96,362.30			\$96,362.30	100%	\$0.00	\$4,818.12	Yes	12.00%	\$15,024.99	\$751.25	82.00%	\$78,832.21	\$3,906.74	\$0.00	\$0.00																
23.	42" HDPE	106	LF	\$246.24	\$26,101.56	\$26,101.56			\$26,101.56	100%	\$0.00	\$1,305.18	Yes	12.00%	\$4,437.61	\$221.88	82.00%	\$21,863.95	\$1,085.70	\$0.00	\$0.00																
24.	48" HDPE	691	LF	\$320.16	\$221,250.56	\$221,250.56			\$221,250.56	100%	\$0.00	\$11,062.53	Yes	12.00%	\$37,630.20	\$1,881.51	82.00%	\$183,368.36	\$9,137.07	\$0.00	\$0.00																
25.	54" HDPE	1462	LF	\$160.14	\$226,124.68	\$226,124.68			\$226,124.68	100%	\$0.00	\$11,306.23	Yes	12.00%	\$39,530.20	\$1,976.51	82.00%	\$206,148.17	\$10,307.77	\$0.00	\$0.00																
26.	60" HDPE	64	LF	\$480.83	\$30,773.12	\$30,773.12			\$30,773.12	100%	\$0.00	\$1,531.66	Yes	12.00%	\$5,731.43	\$286.57	82.00%	\$25,441.69	\$1,245.06	\$0.00	\$0.00																
27.	36" HDPE	1394	LF	\$114.88	\$160,282.12	\$160,282.12			\$160,282.12	100%	\$0.00	\$8,014.11	Yes	12.00%	\$27,247.96	\$1,362.40	82.00%	\$133,914.16	\$6,851.71	\$0.00	\$0.00																

CONTINUATION SHEET

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

ALA DOCUMENT G703

APPLICATION NO: 16
APPLICATION DATE: 1/28/2026
PERIOD TO: 1/28/2026

Page 3 of 9 Pages

The Column 1 on Contracts where variable estimate for late items may apply.

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	B		C		D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
		Quantity	Unit	Value	Total																Value
		Quantity	Unit	Value	Total	Value	Total	Value	Total	Value	Total	Value	Total	Value	Total	Value	Total	Value	Total	Value	Total
28.	72" RCP	1381	LF	\$747.54	\$1,032,552.74	\$1,032,552.74															
29.	TYPE "P" MANHOLE	4	EA	\$15,185.51	\$61,122.12	\$61,122.12															
31.	TYPE P-S WITH "P" BOTTOMS	11	EA	\$12,400.26	\$136,402.86	\$136,402.86															
32.	TYPE P-S INLET	11	EA	\$6,892.88	\$75,822.00	\$75,822.00															
33.	TYPE P-S WITH "P" BOTTOMS	8	EA	\$14,844.13	\$118,753.04	\$118,753.04															
34.	TYPE P-S INLET	4	EA	\$17,220.85	\$68,883.40	\$68,883.40															
35.	TYPE "P" BOTTOM WITH TYPE "A" MANHOLE	1	EA	\$33,164.99	\$33,164.99	\$33,164.99															
36.	BOX CULVERT 5X30"	280	LF	\$1,319.81	\$369,546.80	\$369,546.80															
37.	TV LINES	1	LS	\$11,524.38	\$11,524.38	\$11,524.38															
38.	8" C-900	487	LF	\$50.94	\$24,807.78	\$24,807.78															
39.	16" D-P	2,581	LF	\$111.18	\$286,575.58	\$286,575.58															
40.	12" C-900	1,751	LF	\$87.96	\$153,865.92	\$153,865.92															
41.	8" C-900	816	LF	\$87.07	\$70,946.12	\$70,946.12															
42.	12" GATE VALVE	11	EA	\$4,290.85	\$47,199.05	\$47,199.05															
43.	8" GATE VALVE	13	EA	\$1,901.55	\$24,720.15	\$24,720.15															
44.	16" GATE VALVE	10	EA	\$8,550.87	\$85,508.70	\$85,508.70															
45.	8" GATE VALVE	17	EA	\$2,648.89	\$45,031.13	\$45,031.13															
46.	RELOCATE P&H	1	EA	\$3,474.50	\$3,474.50	\$3,474.50															
47.	FIRE HYDRANT ASS'Y	18	EA	\$6,218.51	\$111,933.18	\$111,933.18															
48.	ARV	3	EA	\$7,426.58	\$22,279.74	\$22,279.74															
49.	16"X12" WET TAP	3	EA	\$15,160.96	\$45,482.88	\$45,482.88															
50.	16"X12" WET TAP	3	EA	\$15,160.96	\$45,482.88	\$45,482.88															
51.	14" DIRECTIONAL DRILL	80	LF	\$12,737.50	\$1,019,000.00	\$1,019,000.00															
52.	JUMPER	2	EA	\$2,787.00	\$5,574.00	\$5,574.00															
53.	RESTORATION/MAINT FOR OPPOSITE WORK	1	LS	\$13,192.21	\$13,192.21	\$13,192.21															
54.	WATER FITTING	3	LS	\$12,471.75	\$37,415.25	\$37,415.25															
55.	TESTING	3	LS	\$11,475.00	\$34,425.00	\$34,425.00															
56.	8" REUSE	5,392	LF	\$48.11	\$259,481.12	\$259,481.12															
57.	8" GATE VALVE	17	EA	\$2,788.90	\$47,411.30	\$47,411.30															
58.	4" REUSE C-900	590	LF	\$10.67	\$6,298.30	\$6,298.30															
59.	4" GATE VALVE	14	EA	\$1,295.78	\$18,140.92	\$18,140.92															
60.	10"X8" WET TAP	2	EA	\$12,157.57	\$24,315.14	\$24,315.14															
61.	10" DIRECTIONAL DRILL	80	LF	\$12,737.50	\$1,019,000.00	\$1,019,000.00															
62.	REUSE JUMPER	2	EA	\$2,787.00	\$5,574.00	\$5,574.00															
63.	REUSE FITTINGS	3	LS	\$41,221.83	\$123,665.49	\$123,665.49															
64.	REUSE TESTING	1	LS	\$9,750.38	\$9,750.38	\$9,750.38															
65.	TYPE "D" CURB	1,487	LF	\$21.25	\$31,600.00	\$31,600.00															
66.	TYPE "F" CURB	17,785	LF	\$28.13	\$500,292.05	\$500,292.05															
67.	10" CONCRETE SIDEWALK	1,647	LF	\$61.44	\$101,167.68	\$101,167.68															
68.	10" HCR	13	EA	\$2,750.00	\$35,750.00	\$35,750.00															
69.	5" SIDEWALK	6,582	LF	\$29.94	\$196,466.28	\$196,466.28															
70.	5" HCR	14	EA	\$1,481.13	\$20,735.82	\$20,735.82															
71.	12" STABILIZATION	25,303	YF	\$5.42	\$137,131.42	\$137,131.42															
72.	1" SP 32.5 ST LFT	21,349	YF	\$13.81	\$294,928.69	\$294,928.69															

AIA DOCUMENT G703

Page 4 of 8 Pages

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

The Contract is on Contract to have variable payments for time and materials.

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	SCH20(21) VALUE	Total	THIRTEENTH APPLICATION ID #	THIS PERIOD	PRIORITIZED EXTENDED (NOT IN DOR #)	TOTAL COMPLETED AND EXTENDED TO DATE (DOR #)	% (H + I)	BALANCE TO FUND (R - I)	RETAINAGE (R - VARIANCE R - I)	Considered "Sound Improvement"	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - CDD)	Percent (Holds) For Payment by CDD	Total Completed And Stated To Date (Eligible For Payment by CDD)	Total Retainage (R - 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APPLICATION NO: 16
APPLICATION DATE: 1/28/2026
PERIOD TO: 1/28/2026

ARCHITECT'S PROJECT NO.:

AM DOCUMENT 0000 CONTINUATION SHEET FOR GPO 1987 FORM AM C-7002
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20005-1322

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 1/28/2026
PERIOD TO: 1/28/2026

ARCHITECT'S PROJECT NO:

Use Column I on Contracts where applicable retainages for time stress may apply.

ITEM NO.	DESCRIPTION OF WORK	C				D MATERIALS PROCESSES APPLICATION (ID #S)	E THIS PERIOD	F MATERIALS PROCESSES STORAGE EQUIPMENT (DATE S)	G TOTAL COMPLETED AND STORED TO DATE (DATE S)	H BALANCE TO BE PAID (DATE S)	I RETAINAGE (IF APPLICABLE) RATE	J Considered "Shared Improvement"	K Percent Eligible For Payment By Customer	L Total Completed And Stored To Date Eligible For Payment By Customer	M Total Customer Retainage (3.5%)	N Percent Eligible For Payment By CDD	O Total Completed And Stored To Date Eligible For Payment By CDD	P Total CDD Retainage (3.5%)	Q Total Completed And Stored To Date To Be Paid By CDD	R Total KPVHD Retainage (3.5%)			
		STANDARD VALUE		TOTAL																			
		Quantity	Unit	Price	Total																		
Change Order #6																							
208	Install 4"x2" Tap and Saddle	2	EA	\$945.00	\$1,890.00			\$1,890.00	100%	\$0.00	\$94.50	Yes	17.00%	\$121.30	\$16.07	83.00%	\$1,548.70	\$78.44	\$0.00	\$0.00			
209	Install 2" Whip and Curb Stop for Meter Hook Up	2	EA	\$720.00	\$1,440.00			\$1,440.00	100%	\$0.00	\$72.00	Yes	17.00%	\$244.80	\$12.24	83.00%	\$1,195.20	\$59.76	\$0.00	\$0.00			
210	Add Additional PVC from Portable Water for Irrigation	1185	LF	\$24.00	\$28,440.00			\$28,440.00	100%	\$0.00	\$1,656.00	Yes	17.00%	\$5,630.40	\$281.52	83.00%	\$27,158.40	\$1,374.48	\$0.00	\$0.00			
211	Add Battery Operated Clock Panels For Timing Irrigation Effort	1	LS	\$22,150.00	\$22,150.00			\$22,150.00	100%	\$0.00	\$1,117.50	Yes	17.00%	\$3,799.50	\$189.98	83.00%	\$18,250.50	\$927.43	\$0.00	\$0.00			
Change Order #7																							
212	6" SCHEDULE 40 GREY - Power	-47383	LF	\$25.17	(\$1,192,630.11)			(\$1,192,630.11)	100%	\$0.00	(\$59,631.51)	Yes	17.00%	(\$202,747.12)	(\$10,837.36)	0.00%	\$0.00	\$0.00	(\$989,882.99)	(\$49,494.15)			
213	CONCRETE DUCT BANK	-5490	LF	\$14.97	(\$82,185.30)			(\$82,185.30)	100%	\$0.00	(\$4,109.72)	Yes	17.00%	(\$13,971.90)	(\$695.58)	0.00%	\$0.00	\$0.00	(\$85,880.80)	(\$4,410.64)			
215	4" SCHEDULE 40 GREY - Lighting	-38438	LF	\$20.31	(\$780,675.78)			(\$780,675.78)	100%	\$0.00	(\$39,033.79)	Yes	17.00%	(\$13,714.88)	(\$6,857.24)	0.00%	\$0.00	\$0.00	(\$847,490.03)	(\$43,798.04)			
216	4" SCHEDULE 40 GREY - Lighting	-41	LS	\$66,118.00	(\$2,710,838.00)			(\$2,710,838.00)	100%	\$0.00	(\$1,355,419.00)	Yes	17.00%	(\$4,640.06)	(\$2,320.03)	0.00%	\$0.00	\$0.00	(\$2,715,178.06)	(\$1,365,908.03)			
217	30" TALL LED SINGLE HEAD LIGHT	-22	EA	\$12,274.00	(\$270,028.00)			(\$270,028.00)	100%	\$0.00	(\$13,501.40)	Yes	17.00%	(\$4,500.46)	(\$2,250.23)	0.00%	\$0.00	\$0.00	(\$283,528.46)	(\$14,176.16)			
218	30" TALL LED TWIN HEADS	-24	EA	\$14,163.00	(\$340,032.00)			(\$340,032.00)	100%	\$0.00	(\$17,001.60)	Yes	17.00%	(\$5,600.54)	(\$2,800.27)	0.00%	\$0.00	\$0.00	(\$357,032.54)	(\$17,851.87)			
219	ADD BLACK DYE TO CONCRETE POLES	-46	EA	\$400.00	(\$18,400.00)			(\$18,400.00)	100%	\$0.00	(\$920.00)	Yes	17.00%	(\$312.80)	(\$15,640.00)	0.00%	\$0.00	\$0.00	(\$19,320.00)	(\$960.00)			
220	SPLICE BOXES	-57	EA	\$5,770.00	(\$329,010.00)			(\$329,010.00)	100%	\$0.00	(\$16,450.50)	Yes	17.00%	(\$5,482.67)	(\$27,427.33)	0.00%	\$0.00	\$0.00	(\$345,492.33)	(\$17,272.67)			
Change Order #8																							
	Seed/Mulch Areas Effected	3212	SY	\$0.70	\$2,248.40			\$2,248.40	0%	\$0.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00			
	Sod Areas At Yonder and SWM2 in Lieu Of Seed/Mulch	2139	SY	\$4.65	\$9,946.35			\$9,946.35	0%	\$0.00	\$0.00	Yes	17.00%	\$0.00	\$0.00	83.00%	\$0.00	\$0.00	\$0.00	\$0.00			
GRAND TOTALS																							
SUBTOTAL					\$11,879,244.87			\$10,862,376.20	\$316,670.00	\$0.00	\$11,179,046.20	94%		\$760,195.67	\$358,952.11			\$1,863,857.90	\$93,192.90	\$9,642,221.95	\$477,111.30	\$452,966.37	\$23,646.22
GRAND TOTALS					\$11,879,244.87			\$10,862,376.20	\$316,670.00	\$0.00	\$11,179,046.20			\$760,195.67	\$358,952.11			\$1,863,857.90	\$93,192.90	\$9,642,221.95	\$477,111.30	\$452,966.37	\$23,646.22

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

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 300,836.50, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 01/28/2026 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 February 16, 2026.

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 16th day of February,
20_26, 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 01/28/2026.
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:

Amount due for labor, services or materials furnished, delivered, installed or performed

- | | |
|----------------------------------|--------------|
| 1. Central Landscape Inc. | \$1,225.00 |
| 2. Dixie Lime & Stone | \$0.00 |
| 3. Seminole Asphalt Paving, Inc. | \$109,057.82 |

RCS Construction Company, Inc.

Jorge Baez, Affiant

Sworn to and subscribed before me this 16th day of February, 2026, 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.

Print Name: Victoria E. Lauteria
Notary Public, State of Florida
Commission No.: HH276625
My Commission Expires: 06/19/2026

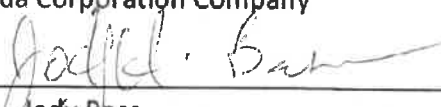


VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH276625
Expires 6/19/2026

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]

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the process of selecting participants, collecting data, and analyzing the results. The authors emphasize the importance of using a mixed-methods approach to capture both quantitative and qualitative data.

The third part of the paper presents the findings of the study. It discusses the results of the quantitative analysis, which showed a positive correlation between cultural awareness and academic achievement. The authors also present the results of the qualitative analysis, which revealed that students from diverse backgrounds often face unique challenges in the classroom.

The final part of the paper discusses the implications of the findings for future research and practice. The authors suggest that educators should strive to create a more inclusive and culturally responsive learning environment. They also recommend that further research be conducted to explore the long-term effects of cultural awareness on student outcomes.

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: 60

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

(C) Amount Payable: \$274,310.90

(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.



4/15/2026
Consulting Engineer
Mackenzie Cerjan, P.E.
Kimley-Horn and Associates

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: 17

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

Vero Beach, FL 32963

VIA ARCHITECT:

PERIOD TO: 3/23/26

FROM CONTRACTOR:
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.

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: Jody H. BassDate: 3/24/26

State of: FLORIDA County of: LAKE

Subscribed and sworn to before me this 21st day of March, 2025Notary Public: Victoria E. LauteriaMy Commission expires: 6/19/26

VICTORIA E. LAUTERIA

Notary Public

State of Florida

Comm # HH276625

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 \$ \$330,495.06(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:By: Mackenzie CerjanDate: 3/30/2026

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.

1. ORIGINAL CONTRACT SUM \$ 14,205,206.49
 2. Net change by Change Orders \$ 2,325,691.62
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 16,530,898.11
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 11,526,935.74

5. RETAINAGE:

a. 5 % of Completed Work \$576,346.79
 (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)

6. TOTAL EARNED LESS RETAINAGE \$ 10,950,588.95
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 10,620,093.89

8. CURRENT PAYMENT DUE \$ 330,495.06 ***

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 5,580,309.16
 (Line 3 less Line 6)

Total Completed and Stored To Date Allocated To Cadence \$1,922,999.12
 Total Retainage At 5% \$96,149.96
 Total Allocated To Cadence, Less Retainage \$1,826,849.17
 Less Previous Balances Due By Cadence \$1,770,665.01
 Current Payment Due By Cadence \$56,184.16

Total Completed and Stored To Date Allocated To CDD \$8,950,970.30
 Total Retainage At 5% \$447,548.51
 Total Allocated To CDD, Less Retainage \$8,503,421.78
 Less Previous Balances Due By CDD \$8,229,110.88
 Current Payment Due By CDD \$274,310.90

Total Completed and Stored To Date Allocated To KPVBD \$652,966.32
 Total Retainage At 5% \$32,648.32
 Total Allocated To KPVBD, Less Retainage \$620,318.00
 Less Previous Balances Due By KPVBD \$620,318.00
 Current Payment Due By KPVBD \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,325,691.62	
Total approved this Month	\$0.00	
TOTALS	\$2,325,691.62	\$0.00
NET CHANGES by Change Order	\$2,325,691.62	

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

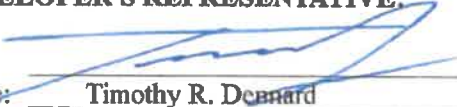
Wylde Oaks- Infrastructure Application #17

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..... \$330,495.06

(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: 04/01/26

Name: Timothy R. Denard

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.

ALA Document 0702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Page 2 of 8 Pages

ARCHITECT'S PROJECT NO.

A	B
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ITEM NO.	DESCRIPTION OF WORK	B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		
		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		UNITED STATES OF AMERICA		
		Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price	Total	Quantity	Unit	Price
General Conditions, Mobilization, Survey																																				
1.	MOBILIZATION	2	LS	\$13,750.00	\$13,750.00																															
2.	GENERAL CONDITIONS	3	LS	\$221,230.00	\$221,230.00																															
3.	PERFORMANCE BOND	1	LS	\$103,750.00	\$103,750.00																															
4.	LAYOUT/ASBUILT	3	LS	\$96,518.75	\$96,518.75																															
5.	PAVEMENT	3	LS	\$28,250.00	\$28,250.00																															
6.	SILT FENCE	28818	LF	\$1.81	\$52,089.18																															
7.	TRAIL PROTECTION	2930	LF	\$6.78	\$19,789.00																															
8.	CONSTRUCTION ENTRY	2	EA	\$12,447.28	\$12,447.28																															
9.	MASS GRADING	21921	CY	\$1.83	\$40,115.43																															
10.	ROADWAY GRADING	1	LS	\$92,182.84	\$92,182.84																															
11.	50' BERMING CURB	30612	LF	\$3.69	\$113,667.87																															
12.	10" FORCE MAIN	5244	LF	\$30.72	\$161,054.68																															
13.	10" PLUG VALVE	14	EA	\$56,616.38	\$792,629.32																															
14.	12"X10" WET TAP	2	EA	\$16,098.18	\$32,196.36																															
15.	6" FORCE MAIN	648	LF	\$50.13	\$32,484.24																															
16.	6" PLUG VALVE	12	EA	\$46,905.17	\$560,662.04																															
17.	4" FORCE MAIN	20	LF	\$36.17	\$723.40																															
18.	4" PLUG VALVE	1	EA	\$2,396.34	\$2,396.34																															
19.	FORCE MAIN FITTINGS	1	LS	\$78,184.45	\$78,184.45																															
20.	TESTING	1	LS	\$12,278.25	\$12,278.25																															
21.	18" HDPE	9371	LF	\$50.28	\$470,810.68																															
22.	24" HDPE	1279	LF	\$73.70	\$94,262.30																															
23.	42" HDPE	106	LF	\$246.24	\$26,103.56																															
24.	48" HDPE	462	LF	\$220.10	\$221,230.58																															
25.	54"/60" HDPE	7	LF	\$260.14	\$1,820.98																															
26.	60" HDPE	84	LF	\$480.83	\$40,429.72																															
27.	18" HDPE	2994	LF	\$114.98	\$340,282.12																															

CONTINUATION SHEET

AIA Document (702) APPLICATION AND CERTIFICATION FOR PAYMENT, 03/2019
Contractor's signed certification is attached.

AIA DOCUMENT G703

APPLICATION NO: 17
APPLICATION DATE: 3/22/2024
PERIOD TO: 3/23/2024

Page 3 of 6 Pages

List Columns 1-10. Contracts with variable language for line items are apply.

ARCHITECT'S PROJECT NO

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUES			WORK COMPLETED		MATERIALS PREVIOUSLY STORED (NOV IN STORE)	TOTAL COMPLETED AND STORED TO DATE (NOV IN STORE)		(C + C)	BALANCE TO FINISH (C + C)	RETAINAGE (IF VARIABLE) (A+B)	Considered "Stand Improvement"	Percent Eligible For Payment By Certificate	Total Completed and Stored To Date Eligible For Payment By Certificate	Total Certificate Retainage @ 5%	Percent Eligible For Payment By CDO	Total Completed and Stored To Date Eligible For Payment By CDO	Total Certificate Retainage @ 5%	Total CDO Retainage @ 5%	Total CDO Retainage @ 5%
		Quantity	Unit	Price	Total	PERCENT WORK COMPLETED APPLICATION (C + C)		THIS PERCENT													
28.	22" RCP	8181	LF	\$247.54	\$1,027,152.74	\$1,027,152.74		\$1,027,152.74	100%	\$0.00	\$21,617.64	Yes	17.00%	\$172,499.97	\$8,725.00	83.00%	\$886,132.77	\$47,247.64	\$0.00	\$0.00	
29.	TYPE "A" MANHOLE	4	EA	\$15,330.03	\$61,322.12	\$61,322.12		\$61,322.12	100%	\$0.00	\$3,064.11	Yes	17.00%	\$16,424.76	\$421.24	83.00%	\$50,897.36	\$2,444.87	\$0.00	\$0.00	
31.	TYPE "A-5" WITH "2" BOTTOMS	11	EA	\$15,400.26	\$169,402.86	\$169,402.86		\$169,402.86	100%	\$0.00	\$8,470.14	Yes	17.00%	\$21,188.49	\$1,159.42	83.00%	\$113,114.37	\$5,660.92	\$0.00	\$0.00	
32.	TYPE "A-5" INLETS	25	EA	\$6,492.88	\$1,623,221.00	\$1,623,221.00		\$1,623,221.00	100%	\$0.00	\$8,116.10	Yes	17.00%	\$12,484.74	\$1,796.74	83.00%	\$134,137.56	\$6,116.86	\$0.00	\$0.00	
33.	TYPE "A-6" WITH "2" BOTTOMS	6	EA	\$14,944.13	\$111,753.04	\$111,753.04		\$111,753.04	100%	\$0.00	\$5,935.65	Yes	17.00%	\$26,188.02	\$1,099.40	83.00%	\$39,165.02	\$4,324.14	\$0.00	\$0.00	
34.	TYPE "A-6" INLETS	4	EA	\$2,220.55	\$8,882.20	\$8,882.20		\$8,882.20	100%	\$0.00	\$1,164.11	Yes	17.00%	\$4,910.04	\$245.50	83.00%	\$25,972.56	\$1,176.33	\$0.00	\$0.00	
35.	TYPE "2" BOTTOM WITH TYPE "A" MANHOLE	1	EA	\$33,164.59	\$33,164.59	\$33,164.59		\$33,164.59	100%	\$0.00	\$1,658.23	Yes	17.00%	\$6,573.98	\$1,658.23	83.00%	\$27,526.61	\$1,176.33	\$0.00	\$0.00	
36.	BOX CULVERT 5'X10'	280	LF	\$3,359.81	\$940,548.80	\$940,548.80		\$940,548.80	100%	\$0.00	\$18,477.34	Yes	17.00%	\$6,732.96	\$1,141.15	83.00%	\$306,323.84	\$1,141.15	\$0.00	\$0.00	
37.	TV LINES	1	LS	\$31,574.38	\$31,574.38	\$31,574.38		\$31,574.38	100%	\$0.00	\$1,578.72	Yes	17.00%	\$4,320.00	\$226.10	83.00%	\$25,254.38	\$1,141.15	\$0.00	\$0.00	
38.	8" C-900	487	LF	\$50.94	\$24,807.78	\$24,807.78		\$24,807.78	84%	\$4,924.38	\$1,730.00	Yes	17.00%	\$4,320.00	\$226.10	83.00%	\$20,490.46	\$1,079.33	\$0.00	\$0.00	
39.	18" DIP	2,585	LF	\$131.38	\$339,575.58	\$339,575.58		\$339,575.58	100%	\$0.00	\$16,978.78	Yes	17.00%	\$57,547.58	\$2,373.50	83.00%	\$281,012.23	\$18,050.89	\$0.00	\$0.00	
40.	12" C-900	2,752	LF	\$87.96	\$240,665.92	\$240,665.92		\$240,665.92	100%	\$0.00	\$12,107.30	Yes	17.00%	\$41,151.21	\$2,057.76	83.00%	\$200,914.71	\$10,049.74	\$0.00	\$0.00	
41.	6" C-900	838	LF	\$27.07	\$22,691.12	\$22,691.12		\$22,691.12	100%	\$0.00	\$1,132.48	Yes	17.00%	\$1,142.35	\$257.12	83.00%	\$25,544.00	\$1,132.48	\$0.00	\$0.00	
42.	12" GATE VALVE	13	EA	\$4,796.52	\$62,354.76	\$62,354.76		\$62,354.76	100%	\$0.00	\$2,117.95	Yes	17.00%	\$10,601.04	\$530.65	83.00%	\$51,724.01	\$2,117.95	\$0.00	\$0.00	
43.	6" GATE VALVE	13	EA	\$1,803.55	\$24,746.15	\$24,746.15		\$24,746.15	100%	\$0.00	\$1,237.31	Yes	17.00%	\$4,708.55	\$210.34	83.00%	\$20,197.80	\$1,237.31	\$0.00	\$0.00	
44.	10" 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%	\$27,388.44	\$1,149.41	83.00%	\$133,720.02	\$1,149.41	\$0.00	\$0.00	
46.	8" GATE VALVE	17	EA	\$2,648.89	\$45,031.13	\$45,031.13		\$45,031.13	100%	\$0.00	\$2,551.56	Yes	17.00%	\$7,455.79	\$357.76	83.00%	\$41,675.34	\$357.76	\$0.00	\$0.00	
46.	RELOCATE FHMA	1	EA	\$3,474.50	\$3,474.50	\$3,474.50		\$3,474.50	100%	\$0.00	\$125.73	Yes	17.00%	\$990.67	\$125.73	83.00%	\$3,348.77	\$125.73	\$0.00	\$0.00	
47.	FIRE HYDRANT ASSEMBLY	18	EA	\$6,239.31	\$112,311.18	\$112,311.18		\$112,311.18	100%	\$0.00	\$5,615.46	Yes	17.00%	\$19,092.90	\$754.61	83.00%	\$2,857.84	\$5,615.46	\$0.00	\$0.00	
48.	ARMY	1	EA	\$7,426.58	\$7,426.58	\$7,426.58		\$7,426.58	100%	\$0.00	\$7,426.58	Yes	17.00%	\$1,162.52	\$63.33	83.00%	\$6,264.06	\$63.33	\$0.00	\$0.00	
49.	16" 12" WET TAP	1	EA	\$15,180.96	\$15,180.96	\$15,180.96		\$15,180.96	100%	\$0.00	\$759.05	Yes	17.00%	\$1,772.36	\$126.87	83.00%	\$12,408.60	\$126.87	\$0.00	\$0.00	
50.	18" 12" WET TAP	1	EA	\$31,555.01	\$31,555.01	\$31,555.01		\$31,555.01	100%	\$0.00	\$1,672.75	Yes	17.00%	\$5,704.32	\$285.32	83.00%	\$25,850.69	\$285.32	\$0.00	\$0.00	
51.	34" DIRECTIONAL DRILL	80	LF	\$1,721.41	\$137,712.80	\$137,712.80		\$137,712.80	100%	\$0.00	\$695.64	Yes	17.00%	\$2,159.38	\$117.92	83.00%	\$11,544.42	\$695.64	\$0.00	\$0.00	
52.	JUMPER	2	EA	\$2,787.50	\$5,575.00	\$5,575.00		\$5,575.00	100%	\$0.00	\$278.71	Yes	17.00%	\$9,476.68	\$47.58	83.00%	\$4,628.92	\$278.71	\$0.00	\$0.00	
53.	RESTORATION/NOT FOR OFFSITE WORK	3	LS	\$33,492.21	\$99,476.63	\$99,476.63	\$3,992.21	\$95,484.42	100%	\$0.00	\$1,124.71	Yes	17.00%	\$2,159.38	\$117.92	83.00%	\$97,351.91	\$1,124.71	\$0.00	\$0.00	
54.	WATER FITTING	1	LS	\$11,475.00	\$11,475.00	\$11,475.00		\$11,475.00	100%	\$0.00	\$235.25	Yes	17.00%	\$1,850.75	\$92.54	83.00%	\$10,642.26	\$235.25	\$0.00	\$0.00	
55.	TESTING	1	LS	\$11,475.00	\$11,475.00	\$11,475.00		\$11,475.00	100%	\$0.00	\$235.25	Yes	17.00%	\$1,850.75	\$92.54	83.00%	\$10,642.26	\$235.25	\$0.00	\$0.00	
56.	8" REUSE	5,392	LF	\$49.11	\$264,869.12	\$264,869.12		\$264,869.12	100%	\$0.00	\$13,240.06	Yes	17.00%	\$45,016.19	\$1,072.81	83.00%	\$219,796.93	\$1,072.81	\$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	\$2,127.71	Yes	17.00%	\$7,914.27	\$365.71	83.00%	\$38,628.79	\$365.71	\$0.00	\$0.00	
58.	4" REUSE C-900	590	LF	\$30.67	\$17,900.30	\$17,900.30		\$17,900.30	100%	\$0.00	\$904.72	Yes	17.00%	\$3,076.20	\$131.81	83.00%	\$15,019.10	\$904.72	\$0.00	\$0.00	
59.	4" GATE VALVE	14	EA	\$2,295.78	\$32,140.92	\$32,140.92		\$32,140.92	100%	\$0.00	\$1,867.05	Yes	17.00%	\$5,463.94	\$273.20	83.00%	\$26,676.98	\$1,867.05	\$0.00	\$0.00	
60.	30" 8" WET TAP	2	EA	\$12,237.97	\$24,475.94	\$24,475.94		\$24,475.94	100%	\$0.00	\$1,223.80	Yes	17.00%	\$4,160.91	\$208.08	83.00%	\$20,214.93	\$1,223.80	\$0.00	\$0.00	
61.	10" DIRECTIONAL DRILL	80	LF	\$1,721.41	\$137,712.80	\$137,712.80		\$137,712.80	100%	\$0.00	\$695.64	Yes	17.00%	\$2,159.38	\$117.92	83.00%	\$11,544.42	\$695.64	\$0.00	\$0.00	
62.	REUSE JUMPER	2	EA	\$2,787.50	\$5,575.00	\$5,575.00		\$5,575.00	100%	\$0.00	\$278.71	Yes	17.00%	\$9,476.68	\$47.58	83.00%	\$4,628.92	\$278.71	\$0.00	\$0.00	
63.	REUSE FITTINGS	1	LS	\$11,475.00	\$11,475.00	\$11,475.00		\$11,475.00	100%	\$0.00	\$235.25	Yes	17.00%	\$1,850.75	\$92.54	83.00%	\$10,642.26	\$235.25	\$0.00	\$0.00	
64.	REUSE TESTING	1	LS	\$11,475.00	\$11,475.00	\$11,475.00		\$11,475.00	100%	\$0.00	\$235.25	Yes	17.00%	\$1,850.75	\$92.54	83.00%	\$10,642.26	\$235.25	\$0.00	\$0.00	
65.	TYPE "0" CURB	1,487	LF	\$31.12	\$46,269.84	\$46,269.84		\$46,269.84	100%	\$0.00	\$1,487.00	Yes	17.00%	\$5,007.71	\$350.19	83.00%	\$42,812.65	\$1,487.00	\$0.00	\$0.00	
66.	TYPE "0" CURB	17,785	LF	\$28.12	\$500,222.00	\$500,222.00		\$500,222.00	100%	\$0.00	\$1,487.00	Yes	17.00%	\$5,007.71	\$350.19	83.00%	\$495,214.29	\$1,487.00	\$0.00	\$0.00	
67.	10" CONCRETE SIDEWALK	1,647	LF	\$60.44	\$99,476.63	\$99,476.63		\$99,476.63	100%	\$0.00	\$1,124.71	Yes	17.00%	\$2,159.38	\$117.92	83.00%	\$97,351.91	\$1,124.71	\$0.00	\$0.00	
68.	10" HCR	11	EA	\$2,750.00	\$30,250.00	\$30,250.00		\$30,250.00	100%	\$0.00	\$1,375.00	Yes	17.00%	\$4,583.33	\$229.17	83.00%	\$25,770.83	\$1,375.00	\$0.00	\$0.00	
69.	10" SIDEWALK	6,567	LF	\$29.94	\$196,466.58	\$196,466.58		\$196,466.58	84%	\$27,166.26	\$8,048.00	Yes	17.00%	\$23,712.00	\$1,179.03	83.00%	\$180,519.60	\$7,156.97	\$0.00	\$0.00	
70.	10" HCR	24	EA	\$1,481.25	\$35,550.00	\$35,550.00		\$35,550.00	66%	\$9,577.50	\$3,660.00	Yes	17.00%	\$1,904.00	\$95.23	83.00%	\$33,545.00	\$95.23	\$0.00	\$0.00	
71.	10" STABILIZATION	23,301	SY	\$5.42	\$126,311.22	\$126,311.22	\$4,331.42	\$121,979.80	100%	\$0.00	\$4,545.57	Yes	17.00%	\$23,712.74	\$1,161.62	83.00%	\$113,818.08	\$2,080.95	\$0.00	\$0.00	
72.	10" 12" S 151 LIFT	23,348	SY	\$13.83	\$322,929.69	\$322,929.69		\$322,929.69	100%	\$0.00	\$14,741.48	Yes	17.00%	\$50,121.05	\$2,406.03	83.00%	\$268,528.64	\$12,294.40	\$0.00	\$0.00	

APPLICATION NO:	17
APPLICATION DATE:	3/23/2025
PERIOD TO:	3/23/2025
SUBJECTS PROJECT NO:	

ARCHITECTS' PROJECT NO.

UNDOCUMENTED CONSTRUCTION SHEET FOR C702 SUBSECTION A-A C1007
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W. WASHINGTON D.C. 20006-3230

Use Column 1 on "Contractors who have variable payment" for line items that apply

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE		TOTAL	THIS PERIOD	MATERIALS PRESENTLY STORED ON SITE IN DOWRY	COMPLETED AND STORED TO DATE	BALANCE TO FINISH	RETENTION OF VARIABLE RATE	Considered "Shared Improvement"	Percent Eligible For Payment By Contractor	Total Completed And Stored To Date Eligible For Payment By Contractor	Total Contract Retention @ 5%	Percent Eligible For Payment By 1/2/20	Total Unsettled And Stored To Date Eligible For Payment By 1/2/20	Total Contract Retention @ 5%	Total Contracted And Stored To Date To Be Paid By EPC/DP	Total Contracted And Stored To Date To Be Paid By EPC/DP
		Quantity	Unit Price															
137.	Delets 6" Gate	-1	EA	\$1,903.55	(\$1,903.55)				100%		17.00%							
138.	Delets 16" Gate Valve	-1	EA	\$8,990.47	(\$8,990.47)				100%		17.00%							
139.	Delets 8" PVC Pipe	-40	LF	\$3,564.40	(\$3,564.40)				100%		17.00%							
140.	Delets 6" PVC Pipe	-40	LF	\$2,724.20	(\$2,724.20)				100%		17.00%							
141.	Delets 6" Cap	-1	EA	\$2,002.00	(\$2,002.00)				100%		17.00%							
142.	Delets 8" Cap	-1	EA	\$2,748.00	(\$2,748.00)				100%		17.00%							
143.	16" x 16" Cross	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
144.	10" Gate Valves	2	EA	\$4,202.00	\$8,404.00				100%		17.00%							
145.	10" PVC C-900	325	LF	\$74.80	\$9,362.50				100%		17.00%							
146.	10" PVC C-900	2	EA	\$240.00	\$480.00				100%		17.00%							
147.	Stormed Asphalt - Delets	-1	EA	\$11,200.00	(\$11,200.00)				100%		17.00%							
148.	Storm Minus - "F" Curb	-244	LF	\$28.13	(\$6,863.72)				100%		17.00%							
149.	Add-Type "D" Curb	244	LF	\$28.13	\$6,863.72				100%		17.00%							
150.	Storm - D-90 Storm Manhole Added	1	EA	\$11,200.00	\$11,200.00				100%		17.00%							
151.	D-90 Storm Manhole Added	1	EA	\$11,200.00	\$11,200.00				100%		17.00%							
152.	Add - 48" Core D-50	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
153.	Add - 48" Core D-50	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
154.	Add 48" HP Pipe	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
155.	Water - 10" Gate Valves	2	EA	\$4,202.00	\$8,404.00				100%		17.00%							
156.	10" PVC C-900	325	LF	\$74.80	\$9,362.50				100%		17.00%							
157.	Delets 16" Gate Valve	-1	EA	\$8,990.47	(\$8,990.47)				100%		17.00%							
158.	Delets 6" PVC C-900	-40	LF	\$3,564.40	(\$3,564.40)				100%		17.00%							
159.	Delets 8" PVC C-900	-40	LF	\$2,724.20	(\$2,724.20)				100%		17.00%							
160.	Reuse - Add - 4" PVC Pipe	50	LF	\$30.67	\$1,533.50				100%		17.00%							
161.	Force Main - Add - 6" PVC Pipe STA 124.70	50	LF	\$30.67	\$1,533.50				100%		17.00%							
162.	Curb Minus - "F" Curb	-228	LF	\$28.13	(\$6,413.64)				100%		17.00%							
163.	Add-Type "D" Curb	228	LF	\$28.13	\$6,413.64				100%		17.00%							
164.	Storm - Delets 60" HP - 16x70	-21	LF	\$1,440.00	(\$30,240.00)				100%		17.00%							
165.	Add - Add Type D-57	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
166.	Add - Add Type D-57	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
167.	Water - Add - 8" C-900	55	LF	\$30.67	\$1,686.85				100%		17.00%							
168.	Reuse - Add - 4" PVC Pipe	55	LF	\$30.67	\$1,686.85				100%		17.00%							
169.	Force Main - Add - 6" PVC Pipe STA 156.60	55	LF	\$30.67	\$1,686.85				100%		17.00%							
170.	Force Main - Add - 6" PVC Pipe STA 156.60	55	LF	\$30.67	\$1,686.85				100%		17.00%							
171.	Survey/3-D Files	1	LS	\$12,000.00	\$12,000.00				100%		17.00%							
172.	As-Built	1	LS	\$7,644.00	\$7,644.00				100%		17.00%							
173.	Additional 3D File Alignment	1	LS	\$29,100.00	\$29,100.00				100%		17.00%							
174.	Curb Minus - "F" Curb	-221	LF	\$28.13	(\$6,206.73)				100%		17.00%							
175.	Add-Type "D" Curb	221	LF	\$28.13	\$6,206.73				100%		17.00%							
176.	Water - Add - 10" PVC C-900	42	LF	\$74.80	\$3,141.60				100%		17.00%							
177.	Breeding - Super Elevation	1	LS	\$11,800.00	\$11,800.00				100%		17.00%							
178.	Add Set	1	EA	\$1,440.00	\$1,440.00				100%		17.00%							
179.	Add-Type "D" Curb	400	LF	\$28.13	\$11,252.00				100%		17.00%							
180.	Add-Type "D" Curb	400	LF	\$28.13	\$11,252.00				100%		17.00%							
181.	Survey/3D File	1	LS	\$6,715.00	\$6,715.00				100%		17.00%							
182.	As-Built	1	LS	\$4,810.00	\$4,810.00				100%		17.00%							
183.	Added Markings and Signs	1	LS	\$5,360.00	\$5,360.00				100%		17.00%							
Change Order #3																		
184.	1" Irrigation - Sleeving	1900	LF	\$13.40	\$25,460.00				100%		17.00%							
185.	Layout for Sleeving	1	LS	\$1,600.00	\$1,600.00				100%		17.00%							
186.	As-Built and Locate Sleeving	1	LS	\$1,800.00	\$1,800.00				100%		17.00%							
Change Order #4																		
187.	Push Force Main Tap On Golden Gate Road	1	LS	\$1,490.00	\$1,490.00				100%		17.00%							
188.	125" Mtl of Golden Gate 100'	1	LS	\$4,820.00	\$4,820.00				100%		17.00%							
189.	Overlay 12" 5" 9.5" Asphalt	1	LS	\$13,205.00	\$13,205.00				100%		17.00%							
190.	MOI / Markings	1	LS	\$4,700.00	\$4,700.00				100%		17.00%							
191.	Layout / As-Built	1	LS	\$1,800.00	\$1,800.00				100%		17.00%							
Change Order #5																		
192.	Get/Remove Pavement - Force Main Tap Kelly Park Rd	1	LS	\$1,780.00	\$1,780.00				100%		17.00%							
193.	Additional 10" Reuse Main	28	LF	\$74.80	\$2,093.60				100%		17.00%							
194.	Force Main	1	LS	\$1,820.00	\$1,820.00				100%		17.00%							
195.	MOI	1	LS	\$4,800.00	\$4,800.00				100%		17.00%							
196.	Layout/As-Built	1	LS	\$2,465.00	\$2,465.00				100%		17.00%							
197.	Relocate FMA	-1	LS	\$3,474.50	(\$3,474.50)				100%		17.00%							
198.	Patch Roadway	1	LS	\$6,100.00	\$6,100.00				100%		17.00%							
199.	Payment, Marking	1	LS	\$1,120.00	\$1,120.00				100%		17.00%							
200.	Additional Concrete Building Rld. Thru 12.8.25	1	LS	\$17,441.00	\$17,441.00				100%		17.00%							
201.	Mill 3" Red Top Park Rd - Per City Of Apple	208	SY	\$41.00	\$8,528.00				100%		17.00%							
202.	Install 12" 5" 12.5" Asphalt	208	SY	\$18.00	\$3,744.00				100%		17.00%							
203.	Restrip Roadway	1	LS	\$1,100.00	\$1,100.00				100%		17.00%							
204.	MOI	1	LS	\$1,100.00	\$1,100.00				100%		17.00%							
205.	Layout/As-Built	1	LS	\$2,920.00	\$2,920.00				100%		17.00%							
206.	Install 2-6" Lifts of R in Road - After Fabric - End Of Sadler Rd.	34	TONS	\$58.41	\$1,985.94				100%		17.00%							
207.	Soil Profile - Resin At End Of Effie Rd.	1	LS	\$2,600.00	\$2,600.00				100%		17.00%							

AIA DOCUMENT G703

Page 6 of 6 Pages

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

APPLICATION NO: 17
APPLICATION DATE: 3/23/2025
PERIOD TO: 3/23/2025
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retention is for late items. May apply.

ITEM NO.		DESCRIPTION OF WORK			D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R	
					SCHEDULED VALUE		WORK COMPLETED FROM PREVIOUS PERIOD (D - E)		MATERIALS PROVIDED STORED TO DATE (F - G)		TOTAL COMPLETED AND STORED TO DATE (G - H)		BALANCE TO BE PAID (H - I)		RETAINAGE (IF VARIABLE RATE)		Considered "Shared Investment"		Percent Eligible For Payment By Contract		Total Completed and Stored To Date (Eligible For Payment By Contract)		Total Contract Retainage @ 10%		Percent Eligible For Payment By (CTR)		Total Completed And Stored To Date (Eligible For Payment By CTR)		Total (CTR) Retainage @ 10%		Total Completed And Stored To Date To Be Paid By (CTR/CTR)		Total (CTR) Retainage @ 10%	
Quantity	Unit	Price	Total																															
Change Order #6																																		
208.	Install 2" x 2" Tee and Saddle	2	EA	\$945.00		\$1,890.00		\$1,890.00			\$1,890.00	100%	\$0.00		\$94.50	Yes	17.00%	\$121.30	\$16.07	83.00%	\$1,568.70	\$26.44	\$0.00	\$0.00										
209.	Install 2" White and Curb Stop for Meter Hook Up	1	EA	\$720.00		\$1,440.00		\$1,440.00			\$1,440.00	100%	\$0.00		\$72.00	Yes	17.00%	\$244.80	\$12.34	83.00%	\$1,195.20	\$25.76	\$0.00	\$0.00										
210.	Add Additional PVC from Portable Water for Irrigation	1380	LF	\$24.00		\$33,120.00		\$33,120.00	\$0.00		\$33,120.00	100%	\$0.00		\$13,760.00	Yes	17.00%	\$5,630.40	\$281.52	83.00%	\$27,489.60	\$1,374.48	\$0.00	\$0.00										
211.	Add Battery Operated Clock Panels For Timing Irrigation Efforts	3	LS	\$37,350.00		\$32,350.00		\$23,350.00	\$0.00		\$11,750.00	100%	\$0.00		\$11,750.00	Yes	17.00%	\$3,799.50	\$189.58	83.00%	\$18,550.50	\$927.53	\$0.00	\$0.00										
Change Order #7																																		
212.	1" SCHEDULE 40 GREY - Power	-47388	LF	\$25.17		(\$1,192,650.11)		(\$1,192,650.11)			(\$1,192,650.11)	100%	\$0.00		(\$59,631.33)	Yes	17.00%	(\$202,247.12)	(\$10,112.36)	0.00%	\$0.00	\$0.00	(\$109,082.99)	(\$5,454.15)										
213.	CONCRETE DUCT BANK	-5490	LF	\$14.97		(\$82,185.30)		(\$82,185.30)			(\$82,185.30)	100%	\$0.00		(\$4,109.27)	Yes	17.00%	(\$11,971.59)	(\$588.58)	0.00%	\$0.00	\$0.00	(\$100,215.89)	(\$5,140.69)										
215.	4" SCHEDULE 40 GREY - Lighting	-38438	LF	\$20.31		(\$780,675.78)		(\$780,675.78)			(\$780,675.78)	100%	\$0.00		(\$39,033.79)	Yes	17.00%	(\$132,714.88)	(\$6,615.24)	0.00%	\$0.00	\$0.00	(\$913,390.62)	(\$45,695.64)										
218.	4" x 6" FITTINGS	-049	LS	\$44,118.00		(\$26,118.00)		(\$26,118.00)			(\$26,118.00)	100%	\$0.00		(\$1,305.90)	Yes	17.00%	(\$4,440.00)	(\$222.00)	0.00%	\$0.00	\$0.00	(\$30,558.00)	(\$1,665.90)										
217.	30" TALL LED SINGLE HEAD LIGHT	-22	EA	\$12,278.00		(\$270,324.00)		(\$270,324.00)			(\$270,324.00)	100%	\$0.00		(\$13,501.80)	Yes	17.00%	(\$45,904.76)	(\$2,295.24)	0.00%	\$0.00	\$0.00	(\$316,228.76)	(\$16,156.16)										
216.	30" TALL POLE WITH TWIN HEADS	-24	EA	\$14,363.00		(\$344,712.00)		(\$344,712.00)			(\$344,712.00)	100%	\$0.00		(\$17,235.80)	Yes	17.00%	(\$58,401.84)	(\$2,920.08)	0.00%	\$0.00	\$0.00	(\$403,113.84)	(\$20,655.55)										
219.	ADD BLACK EYE TO CONCRETE POLES	-46	EA	\$908.00		(\$41,768.00)		(\$41,768.00)			(\$41,768.00)	100%	\$0.00		(\$2,090.70)	Yes	17.00%	(\$7,108.56)	(\$355.42)	0.00%	\$0.00	\$0.00	(\$48,768.56)	(\$2,485.28)										
220.	SPLIT BOXES	-52	EA	\$5,770.00		(\$300,040.00)		(\$300,040.00)			(\$300,040.00)	100%	\$0.00		(\$15,002.90)	Yes	17.00%	(\$51,004.80)	(\$2,550.24)	0.00%	\$0.00	\$0.00	(\$351,044.80)	(\$17,754.64)										
Change Order #8																																		
221.	Seed/Mulch Storm Effected Area	3717	SY	\$0.70		\$2,601.90		\$2,601.90			\$0.00	0%	\$0.00	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00												
222.	Seed Area at Paved and Storm Effected Area	2139	SY	\$4.65		\$9,946.35		\$0.00			\$0.00	0%	\$9,946.35	Yes	17.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00												
GRAND TOTALS																																		
GRAND TOTALS						\$11,879,244.87		\$11,729,046.20		\$147,899.54	\$0.00	\$11,536,935.74	97%	\$192,308.13	\$576,166.79		\$1,922,999.12	\$96,149.95		\$8,930,970.10	\$487,548.51	\$657,946.13	\$2,648.22											
GRAND TOTALS						\$11,879,244.87		\$11,729,046.20		\$147,899.54	\$0.00	\$11,536,935.74		\$192,308.13	\$576,166.79		\$1,922,999.12	\$96,149.95		\$8,930,970.10	\$487,548.51	\$657,946.13	\$2,648.22											
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Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 330,495.06, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 03/23/2026 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 March 24, 2026.

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 24th day of March,
20_26, 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 03/23/2026.
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:

Amount due for labor, services or materials furnished, delivered, installed or performed

1. Dixie Lime & Stone	\$0.00
2. Preferred Materials Inc	\$1,928.18
3. Seminole Asphalt Paving, Inc.	\$156,678.68

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Joel A. Bass, Affiant

Sworn to and subscribed before me this 24th day of March, 2026, 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.

_____ Affiant did take an oath.

Victoria E. Lauter

Print Name: Victoria E Lauteria

Notary Public, State of Florida

Commission No.: HH276625

My Commission Expires: 06/19/2026

VICTORIA E. LAUTERIA

Notary Public

State of Florida

Comm# HH276625

Expires 6/19/2026

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]

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 builds trust but also ensures that the project is tailored to the specific circumstances of the target population.

In addition, the paper highlights the need for clear communication and transparency throughout the project lifecycle. Regular updates and open dialogue with stakeholders are crucial for maintaining their interest and support. It is also important to establish a system for monitoring and evaluation, allowing for the timely identification of challenges and the implementation of corrective measures. By fostering a culture of accountability and continuous learning, project managers can increase the likelihood of achieving their goals and creating a lasting positive impact.

Finally, the paper emphasizes the importance of sustainability. Projects should be designed with a long-term perspective in mind, ensuring that the benefits they generate are maintained even after the initial intervention has ended. This may involve building local capacity, transferring knowledge, and creating self-sustaining structures within the community. By focusing on sustainability, project managers can ensure that their efforts lead to genuine and enduring 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: 61

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

(C) Amount Payable: \$94,191.12

(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.



4/15/2026
Consulting Engineer
Mackenzie Cerjan, P.E.
Kimley-Horn and Associates

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 32983

PROJECT: Wyld Oaks - Mass Grading

APPLICATION NO: Retainage

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: 11/10/25

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 \$ 481,079.12
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,001,107.19
4. TOTAL COMPLETED & STORED TO \$ 7,001,107.19

DATE (Column G on G703)

5. RETAINAGE:

\$0.00

a. 0 % of Completed Work
(Column D + E on G703)

b. 0 % of Stored Material
(Column F on G703)

\$0.00

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

\$ 7,001,107.19

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

\$ 6,651,051.83

8. CURRENT PAYMENT DUE

\$ 350,055.36 ***

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 0.00

Total Completed and Stored To Date That is Eligible For CDD Payment

1,883,822.45

Total Retainage At 0%

0.00

Total Earned Which Is Eligible For CDD Payment, Less Retainage

1,883,822.45

Less Amount Previously Paid By CDD

1,789,631.33

Current Payment Due By CDD

94,191.12

Total Completed and Stored To Date - Eligible For KPVBD Payment

5,117,284.74

Total Retainage At 0%

0.00

Total Earned Which Is Eligible For KPVBD Payment, Less Retainage

5,117,284.74

Less Amount Previously Paid By KPVBD

4,861,420.51

Current Payment Due By KPVBD

255,864.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$481,079.12	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$481,079.12	\$0.00
NET CHANGES by Change Order	\$481,079.12	

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: *Golden Gem*

Date: 11/12/25

State of: FLORIDA

County of: LAKE

Subscribed and sworn to before me this 12th day of November, 2025

Notary Public:

My Commission expires: 01/19/26



VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH1276625
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 \$ 350,055.36

(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:

By: Mackenzie Cerjan

Date: 3/30/2026

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

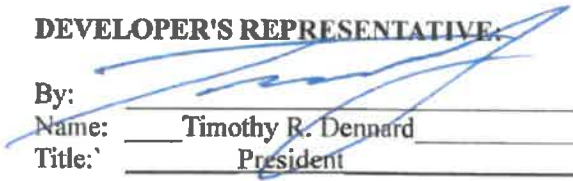
Wyld Oaks- Mass Site Grading Retainage Application

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..... \$350,055.36

(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: 04/01/26

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: Retainage
APPLICATION DATE: 11/10/2025
PERIOD TO: 11/10/2025
ARCHITECT'S PROJECT NO:

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

ITEM NO.	DESCRIPTION OF WORK	C				D	E	F	G	H	I	J	K	L	M	N	O	
		SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DOR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (F - G)	RETAINAGE Calculated at 5%	% Eligible For Payment By CDD	CDD's ¹ Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	% Eligible For Payment By KPVB	KPVB's ¹ Total Completed And Stored To Date Eligible For Payment By KPVB	Total KPVB Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + F)	THIS PERIOD											
General Conditions, Mobilization, Survey																		
1.	MOBILIZATION	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00		\$250,000.00	100%	\$0.00	\$0.00	9.97%	\$24,925.00	\$1,246.25	90.03%	\$275,075.00	\$1,253.75
2.	ATTORNEY FEE	1	LS	\$95,000.00	\$95,000.00	\$95,000.00	\$0.00		\$95,000.00	100%	\$0.00	\$0.00	9.97%	\$9,475.50	\$473.58	90.03%	\$85,524.50	\$476.43
3.	GENERAL CONDITIONS	1	LS	\$21,457.44	\$21,457.44	\$21,457.44	\$0.00		\$21,457.44	100%	\$0.00	\$0.00	9.97%	\$2,139.31	\$106.97	90.03%	\$19,318.13	\$95.91
4.	PERFORMANCE BOND	1	LS	\$80,494.50	\$80,494.50	\$80,494.50	\$0.00		\$80,494.50	100%	\$0.00	\$0.00	9.97%	\$8,025.30	\$401.27	90.03%	\$72,469.20	\$3,632.46
5.	LAYOUT/ASBUILTS	1	LS	\$48,391.25	\$48,391.25	\$48,391.25	\$0.00		\$48,391.25	100%	\$0.00	\$0.00	9.97%	\$4,824.61	\$241.23	90.03%	\$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	\$0.00	9.97%	\$997.37	\$49.87	90.03%	\$9,006.38	\$450.32
7.	SILT FENCE	1	LS	\$38,618.08	\$38,618.08	\$38,618.08	\$0.00		\$38,618.08	100%	\$0.00	\$0.00	9.97%	\$3,850.22	\$192.51	90.03%	\$34,767.86	\$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	\$0.00	9.97%	\$1,965.97	\$98.30	90.03%	\$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	\$0.00	9.97%	\$2,484.85	\$124.24	90.03%	\$22,438.85	\$1,121.92
10.	CLEAR SITE/WYLD OAKS	1	LS	\$52,000.00	\$52,000.00	\$52,000.00	\$0.00		\$52,000.00	100%	\$0.00	\$0.00	9.97%	\$5,184.40	\$259.22	90.03%	\$46,815.60	\$2,140.78
11.	DEMO STRUCTURES -WYLD OAKS	1	LS	\$34,500.00	\$34,500.00	\$34,500.00	\$0.00		\$34,500.00	100%	\$0.00	\$0.00	9.97%	\$3,439.65	\$171.98	90.03%	\$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	\$0.00	9.97%	\$2,159.04	\$107.95	90.03%	\$19,496.32	\$974.82
13.	DEMO CONCRETE	960	SY	\$9.56	\$9,177.60	\$9,177.60	\$0.00		\$9,177.60	100%	\$0.00	\$0.00	9.97%	\$915.01	\$45.75	90.03%	\$8,262.59	\$413.13
14.	MASS GRADE	1273657	CY	\$2.42	\$3,082,249.94	\$3,079,808.00	\$2,441.94		\$3,082,249.94	100%	\$0.00	\$0.00	9.97%	\$307,300.32	\$15,365.02	90.03%	\$2,774,949.62	\$13,747.48
15.	DEMO GOLDEN GEM PROPERTY	1	LS	\$55,333.23	\$55,333.23	\$55,333.23	\$0.00		\$55,333.23	100%	\$0.00	\$0.00	9.97%	\$5,516.72	\$275.84	90.03%	\$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%	\$0.00	\$0.00	9.97%	\$1,648.04	\$82.40	90.03%	\$14,881.96	\$744.10
17.	HYDRO SEED STOCK PILE AREA	57000	SY	\$1.00	\$57,000.00	\$57,000.00	\$0.00		\$57,000.00	100%	\$0.00	\$0.00	9.97%	\$5,682.90	\$284.15	90.03%	\$51,317.10	\$2,565.86
18.	OVER EXCAVATE SOILS AREAS 5' IN DEPTH	47682	CY	\$5.52	\$263,204.64	\$263,204.64	\$0.00		\$263,204.64	100%	\$0.00	\$0.00	9.97%	\$26,341.50	\$1,312.08	90.03%	\$236,863.14	\$11,848.16
19.	GRADE SITE	1	LS	\$42,707.00	\$42,707.00	\$42,707.00	\$0.00		\$42,707.00	100%	\$0.00	\$0.00	9.97%	\$4,257.89	\$212.89	90.03%	\$38,449.11	\$1,922.46
20.	EROSION BLANKET	1	LS	\$25,851.20	\$25,851.20	\$25,851.20	\$0.00		\$25,851.20	100%	\$0.00	\$0.00	9.97%	\$2,577.36	\$128.87	90.03%	\$23,273.84	\$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	\$0.00	9.97%	\$3,868.36	\$193.42	90.03%	\$34,931.64	\$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	\$0.00	9.97%	\$5,084.70	\$254.24	90.03%	\$45,915.30	\$2,395.77
23.	POD PONDS	67270	SY	\$4.81	\$323,568.70	\$323,568.70	\$0.00		\$323,568.70	100%	\$0.00	\$0.00	9.97%	\$32,359.80	\$1,612.99	90.03%	\$291,208.90	\$14,565.45
24.	POND LINER 30 MILL	20645	SF	\$3.57	\$73,702.65	\$73,702.65	\$0.00		\$73,702.65	100%	\$0.00	\$0.00	9.97%	\$7,348.15	\$367.41	90.03%	\$66,354.50	\$3,317.72
25.	HYDRO SEED BOTTOM OF PONDS	72900	SY	\$1.00	\$72,900.00	\$72,900.00	\$0.00		\$72,900.00	100%	\$0.00	\$0.00	9.97%	\$7,268.13	\$363.41	90.03%	\$65,631.87	\$3,281.59
26.	DEWATERING	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100%	\$0.00	\$0.00	9.97%	\$2,991.00	\$149.55	90.03%	\$27,008.00	\$1,350.45
27.	SEED/MULCH	1	LS	\$354,813.60	\$354,813.60	\$354,813.60	\$0.00		\$354,813.60	100%	\$0.00	\$0.00	9.97%	\$35,374.92	\$1,768.75	90.03%	\$319,438.68	\$15,071.33
28.	60" HDPE	1414	LF	\$274.81	\$388,581.34	\$388,581.34	\$0.00	\$0.00	\$388,581.34	100%	\$0.00	\$0.00	100%	\$388,581.34	\$19,429.07	0.00%	\$0.00	\$0.00

AIA DOCUMENT G703

APPLICATION NO: Redamage
APPLICATION DATE: 11/10/2023
PERIOD TO: 11/10/2023

Use column 1 on contracts where variable retains $\leq$ for line items max. ≤ 100 .

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

WAIVER AND RELEASE OF LIEN

UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$ 350,055.36, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Mass Grading Improvements 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 covers all retention or labor, services, and materials furnished.

DATED on March 24, 2026.

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

By: Jody H. Bass
Print Name Jody Bass
Its: Vice President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 24th day of March,
2026, 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

WAIVER AND RELEASE OF LIEN

UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$ 350,055.36, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Double B Development and Kelly Park VB Development, LLC on the job of Wyld Oaks Mass Grading Improvements 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 covers all retention or labor, services, and materials furnished.

DATED on March 24, 2026.

Lienor RCS Construction Company, Inc.

Address 295 E SR 50, Suite 1,

Clermont, FL 34711

By: Jody A. Bass

Print Name Jody Bass

Its: Vice President

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 24th day of March,
20 26, 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

FINAL 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 final payment under the Contract. In Consideration of Owner providing such final 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. Final Waiver and Release forms for every such potential lienors are provided herewith.
8. Affiant states that, except as provided herein, all bills for labor, services or materials furnished, delivered, installed or performed on the job site have been FULLY paid and that no lien for such may properly be filed, recorded or enforced. Final Waiver and Release of Lien forms for every such potential lienor are provided herewith, except as provided below:

Name of Lienor
Or Potential Lienor

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

1. None

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

Jody Bass, Affiant

Sworn to and subscribed before me this 24th day of March, 2026, 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 Bass
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: 62

(B) Name of Payee: Kutak Rock LLP

(C) Amount Payable: \$254.50

(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

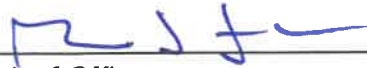
The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement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



Mackenzie Cerjan, P.E.
Kimley-Horn and Associates, Inc.
5/1/2026

Consulting Engineer

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 28, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3732469

Client Matter No. 47123-4

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3732469
47123-4

Re: Series 2024 Construction

For Professional Legal Services Rendered

03/10/26	A. Willson	0.30	103.50	Confer with Edwards and Flint regarding use of construction proceeds and process; review same
03/11/26	A. Willson	0.20	69.00	Confer with Edwards regarding construction acquisition items
03/24/26	J. Gillis	0.40	82.00	Receive and review notice to owner from Preferred Materials; prepare response and confer with staff regarding same

TOTAL HOURS 0.90

TOTAL FOR SERVICES RENDERED \$254.50

TOTAL CURRENT AMOUNT DUE \$254.50

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data were collected from a representative sample of the population, and the results were analyzed using appropriate statistical methods. The findings of the study are presented in a clear and concise manner, and the conclusions are based on the evidence presented.

The study has several strengths, including a large sample size, a rigorous methodology, and a clear focus on the research objectives. However, there are also some limitations to the study, such as the potential for bias in the sample and the limited scope of the research.

In conclusion, the study provides valuable insights into the topic and contributes to the existing knowledge in the field. The findings have important implications for practice and policy, and the study provides a solid foundation for future research.

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: 63

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

(C) Amount Payable: \$328,063.43

(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.



Mackenzie Cerjan, P.E.
Kimley-Horn and Associates, Inc.
06/17/2026

Consulting Engineer

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. 18

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

Vero Beach, FL 32963

FROM CONTRACTOR:

VIA ARCHITECT:

RCS CONSTRUCTION CO. INC.

295 E. HWY 50 SUITE 1

CLERMONT, FL 34711

CONTRACT FOR:

PERIOD TO: 5/20/26

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	\$ 14,205,266.49
2. Net change by Change Orders	\$ (2,262,265.90)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 11,942,940.59
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 11,942,940.59

5. RETAINAGE:

a. 5 % of Completed Work
(Column D + E on G703)

\$597,147.03

b. 5 % of Stored Material
(Column F on G703)

\$0.00

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$ 597,147.03

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

\$ 11,345,793.56

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

\$ 10,950,588.95

8. CURRENT PAYMENT DUE

\$ 395,204.61 ***

9. BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 597,147.03

Total Completed and Stored To Date Allocated To Cadence

\$1,093,674.05

Total Retainage At 5%

\$99,683.70

Total Allocated To Cadence, Less Retainage

\$1,893,990.34

Less Previous Balances Due By Cadence

\$1,826,849.17

Current Payment Due By Cadence

\$67,141.17

Total Completed and Stored To Date Allocated To CDD

\$9,296,300.22

Total Retainage At 5%

\$464,815.01

Total Allocated To CDD, Less Retainage

\$8,831,485.21

Less Previous Balances Due By CDD

\$8,503,421.78

Current Payment Due By CDD

\$328,063.43

Total Completed and Stored To Date Allocated To KPVBD

\$652,966.32

Total Retainage At 5%

\$32,648.32

Total Allocated To KPVBD, Less Retainage

\$620,318.00

Less Previous Balances Due By KPVBD

\$620,318.00

Current Payment Due By KPVBD

\$0.00

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	(\$2,325,691.62)	
Total approved this Month	\$63,425.72	
TOTALS	(\$2,262,265.90)	\$0.00
NET CHANGES by Change Order	(\$2,262,265.90)	

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:

State of: FLORIDA

County of: LAKE

Subscribed and sworn to before me this

19TH day of May, 2025

Notary Public:

My Commission Expires:

Date:

5/16/26

VICTORIA E. LAUTERIA

Notary Public

State of Florida

Comm# HH780463

Expires 6/19/2030

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 \$ \$395,204.61

(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:

By: Mackenzie Cerjan, P.E.

Date: 5/27/2026

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 #18

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..... **\$395,204.61**

(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:

Name:

Timothy R. Bennard

Title:

President

Date: 06/16/26

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.

NSA Document ID: A702, APPROPRIATE AND CERTIFICATION FOR USE IN: containing
a contractor's internal certification as of 1/1/10

Page 2 of 3 Pages

5.20.2016
5.20.2016

ARCHITECTS PROJECT NO.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2007 BY 60322 UCBAW/SJS

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ARCHITECTS PROJECT NO.

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APPLICATION NO.	18
APPLICATION DATE	6/24/2026
PERIOD TO	5/31/2026

ARCHITECT'S PROJECT NO.

Users may obtain validation of this document by requesting of the license a completed AIA Document D-401 - Certification of Document's Authenticity

WAIVER AND RELEASE OF LIEN

UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 395,204.61, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 05/20/2026 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 8, 2026.

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 8th day of June,
20 26, 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# HH780463
Expires 6/19/2030

Signature of Notary Public
(Seal)

[Signature]

Victoria E Lauteria

Print, Type or Stamp Commission

PROGRESS PAYMENT AFFIDAVIT

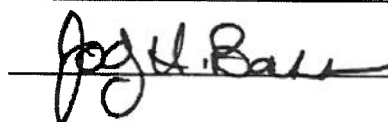
STATE OF FLORIDA
COUNTY OF LAKE

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 05/20/2026.
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:

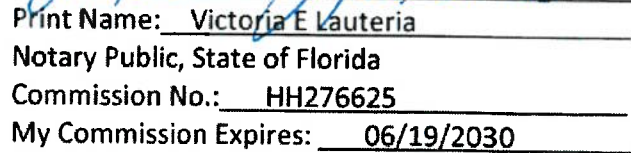
<u>Name of Lienor Or Potential Lienor</u>	<u>Amount due for labor, services or materials furnished, delivered, Installed or performed</u>
1. Acme Barricades	\$1,261.33
2. Allied Precast, Inc.	\$8,711.17
3. County Materials Corporation	\$7,081.83
4. Dixie Lime & Stone	\$0.00
5. Florida Design Consultants	\$10,527.00
6. Fortiline Waterworks	\$36,121.28
7. Lines & Signs	\$118,244.50
8. Mid-Florida Materials	\$255.00
9. Preferred Materials Inc	\$0.00
10. Rock Equipment Rentals	\$15,513.93
11. S&S Vac-Video Services	\$3,150.00
12. Seminole Asphalt Paving, Inc.	\$10,150.00
13. STAline Waterworks, Inc.	\$1,423.63
14. Synergy Rents	\$2,445.01

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.
 Affiant

_____ within the last five (5) years as identification, or []
 _____ Affiant did take an oath.

 Print Name: Victoria E Lauteria



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.

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

Page 3 of 3

SECTION B

CONTRACTOR: RCS Construction Co.
OWNER: Golden Gem Community Development District
PROJECT: Infrastructure – Wyld Oaks
CONTRACT DATE: 12/03/2023 CHANGE ORDER NUMBER: 09

CHANGE ORDER DATE: 05/15/2026

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:

- Remove/replace landscaping killed by hard freeze (50% absorbed by contractor)
- Add ARVs per City of Apopka
- Adjust warning mats per City of Apopka
- Add marking taper to Effie Road and 3x crosswalks
- Delete temporary markings
- **See page 2 for additional details**

1. Original Contract Sum	\$ 14,205,206.49
2. Total net change by previous Change Orders	\$ -2,325,691.62
3. Contract Sum prior to this Change Order	\$ 11,879,514.87
4. Contract Sum will be increased with this Change Order	\$ 63,425.72
5. Adjusted Contract Sum including this Change Order	\$ 11,942,940.59

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: [Signature]
Print Name: HM Ridgely
Title: Vice-Chairman
Date: 5-26-26

CONTRACTOR
RCS Construction Co., Inc.
By: [Signature]
Print Name: JCP H. Bass
Title: VP
Date: 5/26/26



Infrastructure - Wylde Oaks
Date: 05/15/2026
Change Order -09

Revised CO # 9

CO # 9	General Description	Quantity - Contract	U/M	Unit Cost	Total CO
Part "A"	<i>Removal/Replace due to hard freeze & walk with Kimley-Horne</i>				
1	New Gold Lanatana - 3 Gal (50% absorbed by contractor)	72	EA	\$ 36.74	\$ 2,645.28
2	Imperial Blue Plumbrago - 3 Gal (50% absorbed by contractor)	51	EA	\$ 38.41	\$ 1,958.91
3	Dwarf Firebush - 3 Gal (50% absorbed by contractor)	61	EA	\$ 43.30	\$ 2,641.30
4	Shaggy Dwarf Morning Glory - 3 Gal (50% absorbed by contractor)	144	EA	\$ 35.90	\$ 5,169.60
5	Trinette Variegated Schefflera - 3 Gal (50% absorbed by contractor)	20	EA	\$ 53.10	\$ 1,062.00
6	Coontie Palm - 3 Gal (50% absorbed by contractor)	103	EA	\$ 44.05	\$ 4,515.13
7	Southern Live Oak Tree (50% absorbed by contractor)	1	EA	\$ 2,320.00	\$ 2,320.00
Part "B"	<i>Add ARV's Per City of Apopka</i>				
1	Non Traffic Baring Reuse Air Release Valve	1	EA	\$ 9,854.00	\$ 9,854.00
2	Non Traffic Baring Force Main Air Release Valve	1	EA	\$ 8,135.00	\$ 8,135.00
3	Traffic Baring Reuse Air Release Valve	1	EA	\$ 13,740.00	\$ 13,740.00
4	Traffic Baring Force Main Release Valve	1	EA	\$ 12,885.00	\$ 12,885.00
5	R/R Sidewalk to Install Valves	1	LS	\$ 2,235.00	\$ 2,235.00
Part "C"	<i>Adjusted Warning Mat's from Option "B" to option "A" - City of Apopka</i>				
1	R/R Handi Cap Warning Mats - Changes per City of Apopka	1	LS	\$ 4,389.00	\$ 4,389.00
Part "D"	<i>Added Marking Taper to Effie road and Three Cross Walks</i>				
1	Taper Thermo Marking per Plan Change - Effie Road	1	LS	\$ 4,410.00	\$ 4,410.00
2	Cross Walks - Thermo - Three that was not called out on plans - City requested	3	EA	\$ 1,956.00	\$ 5,868.00
"Deduct"	<i>Delete Temporary Markings</i>				
1	Delete Temporary Markings	-1	LS	\$ 18,402.50	\$ (18,402.50)
TOTAL CHANGE ORDER NINE					\$ 63,425.72

SECTION C

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Gary M. Kaleita, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809

**AMENDMENT TO TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT**

THIS AMENDMENT TO TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "**Amendment**") is executed as of the 25 day of June, 2026, by **KELLY PARK VB DEVELOPMENT, LLC** a Delaware liability company, whose address is 660 Beachland Boulevard, Suite 301, Vero Beach, Florida 32963 ("**Grantor**") and **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, FL 32801 ("**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**")

WITNESSETH:

WHEREAS, the Parties entered into that certain Temporary Construction and Access Easement Agreement dated June 12, 2024 and recorded on June 24, 2024 under Document No. 20240366139 in the Public Records of Orange County, Florida (the "**Agreement**"), for the purposes expressed therein; and

WHEREAS, the Parties desire to modify the definition of the "Easement" in the Agreement to include right to utilize the Easement Area for maintenance of the "Improvements" defined in the Agreement;

NOW, THEREFORE, in consideration of the premises hereof, the sum of Ten Dollars (\$10.00) and other good and valuable consideration not herein recited but hereby receipted for, the sufficiency of which consideration is acknowledged, the Parties hereby amend the Agreement as follows:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part hereof for all purposes. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meanings ascribed to such terms in the Agreement.

2. **Amendment to Definition of Easement Area**. The definition of the Easement for all purposes under the Agreement shall hereafter include the authorization to maintain the Improvements, subject to all of the terms and conditions of the Agreement and with respect to

which Grantor hereby grants to Grantee all of the easements and other rights set forth in the Agreement with respect to the Easement and Easement Area.

3. **Amendment Binding**. This Amendment shall be binding upon the Parties and shall inure to the benefit of the Parties and their respective successors-in-interest and/or title.

4. **Authority**. By their execution hereof, each Party executing this Amendment, and each person executing on behalf of a Party, hereby warrants that it has full power and authority to do so.

5. **Ratification; Conflicts**. This Agreement, as amended and modified by this Amendment, is ratified and confirmed and is in full force and effect according to its terms. In the event of any conflict or ambiguity between the Agreement and this Amendment, this Amendment shall govern and control.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Kelly Park VB Development, LLC has executed this Amendment intending it to be and become effective as of the day and year first above written.

"GRANTOR"

WITNESSES:

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

Bridgette Diskin
Name: Bridgette Diskin
Address: 415 45th Ave
Vero Beach, FL 32968

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

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

Joe Berg
Name: Joe Berg
Address: 128 Morgan Circle
Sebastian, FL 32958

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

Date: JUNE 25, 2026, 2026

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this 25 day of June, 2026 by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as Member of KPVB Acquisition, LLC, a Delaware limited liability company, as Member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

NOTARY SEAL



Shannon Shie
Notary Signature
Print Name: Shannon Skinner
Notary Public, State of Florida

IN WITNESS WHEREOF, Walton has executed this Amendment intending it to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTEE"

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

Bridgette Diskin
Name: Bridgette Diskin
Address: 415 45th Ave
Vero Beach, FL 32968

By:

Craig Linton, Jr.
Its Chairperson, Board of Supervisors

Date: 6/25, 2026

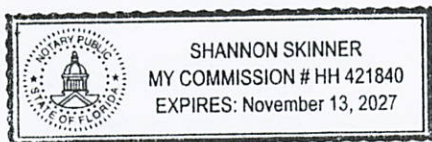
Joe Berg
Name: Joe Berg
Address: 128 Morgan Circle
Sebastian, FL 32958

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of June, 2026, by Craig Linton, Jr., as Chairperson of the Board of Supervisors of the Golden Gem Community Development District, who is ☒ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL



Shannon Skinner
Notary Signature
Print Name: Shannon Skinner
Notary Public, State of Florida

SECTION D

ASSIGNMENT OF IMPACT FEE CREDITS

(WYLD OAKS DEVELOPMENT)

THIS ASSIGNMENT OF IMPACT FEE CREDITS (this “Assignment”) is made and entered into as of the 4th day of November, 2025 (the “Effective Date”), by and between **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company (the “Assignor”) and **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “District” and “Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Assignor is a party to that certain Transportation Development Agreement (Wyld Oaks) by and between the City of Apopka and Kelly Park VB Development, LLC, dated and recorded July 6, 2023 as Document No. 20230378715 in the Public Records of Orange County, Florida (the “Agreement”), as amended; and

WHEREAS, the Agreement entitles Assignor to impact fee credits for the construction of the Transportation Improvements defined in Recital F of the Agreement for the Wyld Oaks project; and

WHEREAS, as outlined in the letter from Kelly Park VB Development, LLC, dated April 2, 2025, and attached hereto as **Exhibit A**, the District actually funded and constructed certain Transportation Improvements, specifically the Onsite Sadler Extension and the Effie Extension defined in clauses a and b, respectively, of Recital F, as well as related stormwater management facilities and improvements associated therewith, as described in clause e of Recital F (collectively, the “CDD-Funded Transportation Improvements”) and is therefore entitled to any reimbursement of Impact Fee Credits generated as a result of the CDD-Funded Transportation Improvements; and

WHEREAS, on March 24, 2025, the City of Apopka issued Impact Fee Credits in the amount of \$3,021,132.68 as described in **Exhibit B** attached hereto (the “Previously Issued Impact Fee Credits”); and

WHEREAS, Assignor desires to assign the Impact Fee Credits associated with the CDD-Funded Transportation Improvements to the District and desires to direct the City of Apopka to issue such credits in the name of the District;

NOW, THEREFORE, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

2. Assignment of Impact Fee Credits; Direction to City of Apopka. Assignor hereby transfers, assigns and conveys to Assignee the Previously Issued Impact Fee Credits, as well as all other Impact Fee Credits associated with the CDD-Funded Transportation Improvements. Assignee hereby assumes all of Assignor's right, title and interest in and to all such Impact Fee Credits (i.e., both Previously Issued Impact Fee Credits and all other Impact Fee Credits associated with CDD-Funded Transportation Improvements). The City of Apopka is directed to issue all such Impact Fee Credits in the name of the District, and to amend its records to reflect the assignment to Assignee of the Previously Issued Impact Fee Credits, to recognize the fact that (i) all of such Impact Fee Credits have been assigned to the District and (ii) the District is now the owner of all such Impact Fee Credits. To the extent any of such Impact Fee Credits associated with CDD Funded Transportation Improvements are not issued in the name of the District, the Assignor shall immediately take action to effectuate such assignment to the District and coordinate with the City of Apopka to ensure its records reflect that the District owns such Impact Fee Credits.

3. Cooperation. Assignor and Assignee hereby agree to cooperate in good faith with one another to effectuate this Assignment, including, without limitation, so long as there is no expense to Assignor, the execution of documents reasonably required by the City of Apopka to formally transfer the Impact Fee Credits to Assignee.

4. Binding Effect. This Assignment and the rights and duties hereby created shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

6. Counterparts. This Assignment may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document. No direct or indirect members, managers, officers, directors or employees of Assignor shall have any personal liability in connection with this Assignment.

[Signatures appear on following pages]

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

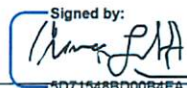
By: KPVV Acquisition, LLC, a Delaware
limited liability company, its member

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

By: Ronald L. Edwards
Ronald L. Edwards, Manager

Dated: November 4, 2025

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name: Craig Linton
Title: Chairman

Dated: November 4, 2025

**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT
CITY OF APOPKA, FLORIDA
ASSIGNMENT OF TRANSPORTATION IMPACT FEE CREDITS**

WHEREAS, Golden Gem Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801, has established Impact Fee Credits with the City of Apopka, Florida for Impact Fee Credits (the “Impact Fee Credits”) in the name of the “Golden Gem Community Development District”.

NOW, THEREFORE, Golden Gem Community Development District, hereby transfers and assigns One Million Five Hundred Sixty-Nine Thousand Four Hundred Twenty-Five Dollars and No Cents (\$1,569,425.00) of the Impact Fee Credits to CRP/DH Wyld Oaks Owner, LLC, a Delaware limited liability company, whose mailing address is c/o Hathaway Development, 3300 NE Expressway, Building 6, Atlanta, Georgia 30341 (the “Assignee”), and hereby requests that the City of Apopka, Florida transfer such Impact Fee Credits to Assignee. The Impact Fee Credits are for and may be used only in the Golden Gem Community Development District as established by the City of Apopka, Florida and are intended for use in the Wyld Oaks area of development legally described in Exhibit “A” attached hereto and incorporated herein (the “Benefitted Property”). However, nothing restricts Assignee’s use of the Impact Fee Credit use within the Kelly Park Interchange Form Based Code Area depicted in Exhibit “B” in which the City of Apopka permits such use. The Assignee acknowledges and agrees it shall not sell or assign the Impact Fee Credits.

[SIGNATURES ON THE FOLLOWING PAGES]

Executed this 15 day of June, 2026.

Attest:

**GOLDEN GEM COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

George Flint

B61B95DF431644AD...

Secretary / Assistant Secretary

Signed by:

[Signature]

SD71548B000B2EA...

Chairperson, Board of Supervisors

(Assignee's signature appears on the following page)

ASSIGNEE

Witness:

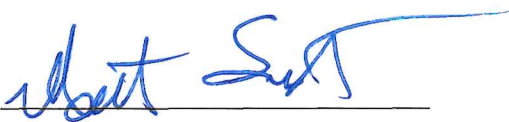
CRP/DH WYLD OAKS OWNER, LLC,
a Delaware limited liability company



Signature of Witness

Julie Shelton

Printed Name

By: 

Print Name: Matthew Smith

Title: Member

EXHIBIT "A"

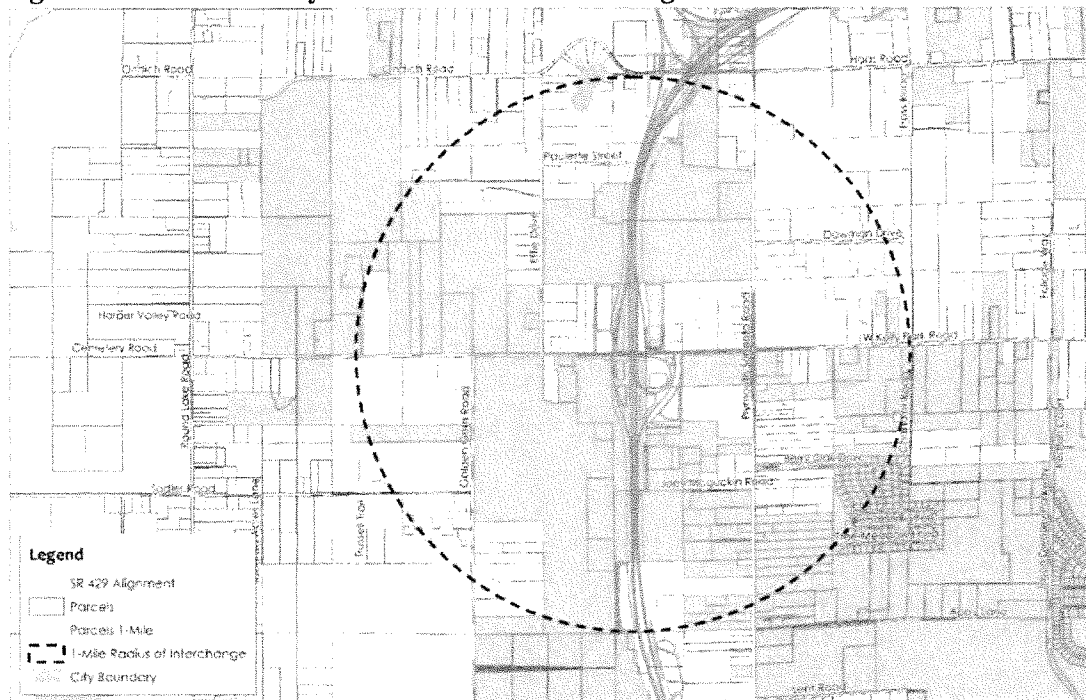
LEGAL DESCRIPTION OF BENEFITTED PROPERTY

Lot 8, Wyld Oaks, according to the plat thereof, as recorded in Plat Book 116, Pages 116 through 119, inclusive, of the Public Records of Orange County, Florida.

EXHIBIT "B"

KELLY PARK INTERCHANGE FORM-BASED CODE AREA

Figure 1. Kelly Park Interchange Form-Based Code Area



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (1990–1999) and the number of people in the private sector has increased by 1.2 million (1990–1999).

There is a growing emphasis on the need to improve the quality of care and services provided by the public sector. This has led to a number of initiatives, including the introduction of the Health Care Act 1999, the introduction of the NHS Constitution, and the introduction of the NHS Performance Framework.

The Health Care Act 1999 introduced a number of changes to the way in which the NHS is run. These changes include the introduction of the NHS Constitution, the introduction of the NHS Performance Framework, and the introduction of the NHS Complaints Procedure.

The NHS Constitution is a document that sets out the principles and values that underpin the NHS. It also sets out the rights and responsibilities of patients, staff, and the public.

The NHS Performance Framework is a system of measures that are used to monitor and evaluate the performance of the NHS. It includes measures of patient safety, patient experience, and the quality of care.

The NHS Complaints Procedure is a system that allows patients to make complaints about the care and services they receive from the NHS. It also allows staff to make complaints about their colleagues.

These initiatives are all part of a wider effort to improve the quality of care and services provided by the public sector. They are designed to ensure that the NHS is run in a way that is transparent, accountable, and focused on the needs of patients.

The NHS is a large and complex organization, and it is constantly evolving. As the needs of the population change, the NHS must adapt to meet those needs. This is a challenge, but it is one that the NHS is determined to meet.

The NHS is committed to providing the highest quality of care and services to all patients. It is committed to being transparent, accountable, and focused on the needs of patients. It is committed to being a force for good in society.

The NHS is a source of pride for many people. It is a source of strength and resilience. It is a source of hope and inspiration. It is a source of life.

The NHS is a part of us. It is a part of our lives. It is a part of our future. It is a part of our destiny.

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Golden Gem Community Development District Impact Fee Credit Tracking

Sources of Impact Fee Credits Awarded/Assigned to Golden Gem CDD	Amount	Date
Impact Fee Credits Awarded by the City of Apopka	\$6,750,000.00	11/6/25
Impact Fee Credits Assigned by Kelly Park VB Development, LLC	\$3,021,132.68	11/4/25
Total Sources of Impact Fee Credits	\$9,771,132.68	

Impact Fee Credits Assigned by Golden Gem CDD	Amount	Date
Sale/Assignment to CRP/DH Wyld Oaks Owner, LLC for 325 Multifamily Units	(\$1,569,425.00)	6/11/25
Total Impact Fee Credits Assigned by Golden Gem CDD	(\$1,569,425.00)	

Total Remaining CDD Owned Impact Fee Credits	\$8,201,707.68	6/11/26
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Prepared By: Governmental Management Services - Central Florida, LLC

SECTION VIII

SECTION A

Golden Gem Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

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

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Golden Gem Community Development District

District Manager: _____

Date: _____

Print Name: _____

Golden Gem Community Development District

SECTION B

Golden Gem Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

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

Achieved: Yes ☐ No ☐

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

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

Achieved: Yes ☐ No ☐

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Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Print Name: _____

Golden Gem Community Development District

Date: _____

District Manager: _____

Print Name: _____

Golden Gem Community Development District

Date: _____

SECTION IX

SECTION C

SECTION 1

Golden Gem
Community Development District
Check Register Summary
April 1, 2026 through June 1, 2026

Fund	Date	Check #'s	Amount
<i>General Fund</i>			
	04/06/26	86	\$ 1,850.00
	04/20/26	87-89	\$ 6,206.72
	05/04/26	90-91	\$ 6,274.34
	05/18/26	92	\$ 5,171.53
	06/01/26	93	\$ 11,970.68
Total			\$ 31,473.27

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/06/26	00014	4/01/26 6071 DISCING	202603 320-53900-46000		*	1,850.00	
				TOOLE'S TRACTOR SERVICES & H2O WEED			1,850.00 000086
4/20/26	00013	4/13/26 200459 MARCH IRR WET CHECK	202604 320-53900-47000		*	339.30	
				BLADE RUNNERS COMMERCIAL LANDSCAPIN			339.30 000087
4/20/26	00003	4/01/26 32 MGMT FEES	202604 310-51300-34000		*	3,218.75	
		4/01/26 32 WEBSITE ADMIN	202604 310-51300-35200		*	103.00	
		4/01/26 32 INFORMATION TECH	202604 310-51300-35100		*	154.50	
		4/01/26 32 DISS AGENT	202604 310-51300-31300		*	416.67	
		4/01/26 33 FIELD MGMT	202604 320-53900-34000		*	1,250.00	
				GMS-CENTRAL FLORIDA, LLC			5,142.92 000088
4/20/26	00005	3/31/26 3719216 ATTORNEY FEES	202602 310-51300-31500		*	724.50	
				KUTAK ROCK LLP			724.50 000089
5/04/26	00013	4/01/26 198366 APRIL LANDSCAPE MAINT	202604 320-53900-46000		*	5,985.34	
				BLADE RUNNERS COMMERCIAL LANDSCAPIN			5,985.34 000090
5/04/26	00005	4/28/26 3732455 ATTORNEY FEES	202603 310-51300-31500		*	289.00	
				KUTAK ROCK LLP			289.00 000091
5/18/26	00003	5/01/26 34 MGMT FEES	202605 310-51300-34000		*	3,218.75	
		5/01/26 34 WEBSITE ADMIN	202605 310-51300-35200		*	103.00	
		5/01/26 34 INFORMATION TECH	202605 310-51300-35100		*	154.50	
		5/01/26 34 DISS AGENT	202605 310-51300-31300		*	416.67	
		5/01/26 34 OFFICE SUPPLIES	202605 310-51300-51000		*	.30	
		5/01/26 34 POSTAGE	202605 310-51300-42000		*	2.06	
		5/01/26 34 COPIES	202605 310-51300-42500		*	26.25	

GLDG GOLDEN GEM CDD AWOLFE

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		5/01/26 35	202605 320-53900-34000		*	1,250.00	
		FIELD MGMT		GMS-CENTRAL FLORIDA, LLC			5,171.53 000092
6/01/26 00013		5/01/26 203636	202605 320-53900-46000		*	5,985.34	
		MAY LANDSCAPE MAINT					
		6/01/26 208439	202606 320-53900-46000		*	5,985.34	
		JUNE LANDSCAPE MAINT		BLADE RUNNERS COMMERCIAL LANDSCAPIN			11,970.68 000093
TOTAL FOR BANK A						31,473.27	
TOTAL FOR REGISTER						31,473.27	

GLDG GOLDEN GEM CDD AWOLFE

Golden Gem
Community Development District
Check Register Summary
June 2, 2026 through July 1, 2026

Fund	Date	Check #'s	Amount	
<i>General Fund</i>	06/15/26	94-96	\$	8,612.58
	06/29/26	97	\$	1,850.00
Total			\$	10,462.58

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/15/26	00013	5/04/26	209280	202601 320-53900-46000	PROPERTY CLEAN UP	*	1,413.66		
		5/20/26	208686	202605 320-53900-47000	IRR RPR	*	474.90		
BLADE RUNNERS COMMERCIAL LANDSCAPIN								1,888.56	000094
6/15/26	00003	6/01/26	36	202606 310-51300-34000	MGMT FEES	*	3,218.75		
		6/01/26	36	202606 310-51300-35200	WEBSITE MAINT	*	103.00		
		6/01/26	36	202606 310-51300-35100	INFORMATION TECH	*	154.50		
		6/01/26	36	202606 310-51300-31300	DISS AGENT	*	416.67		
		6/01/26	36	202606 310-51300-42500	COPIES	*	.60		
		6/01/26	37	202606 320-53900-34000	FIELD MGMT	*	1,250.00		
GMS-CENTRAL FLORIDA, LLC								5,143.52	000095
6/15/26	00005	6/04/26	3759023	202604 310-51300-31500	ATTORNEY FEES	*	1,580.50		
KUTAK ROCK LLP								1,580.50	000096
6/29/26	00014	6/11/26	6333	202606 320-53900-34500	DISCING	*	1,850.00		
TOOLE'S TRACTOR SERVICES & H2O WEED								1,850.00	000097
TOTAL FOR BANK A							10,462.58		
TOTAL FOR REGISTER							10,462.58		

SECTION 2

Golden Gem
Community Development District

Unaudited Financial Reporting
June 30, 2026



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2024 Debt Service Fund</u>
5	<u>Series 2024 Capital Projects Fund</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Golden Gem
Community Development District
Combined Balance Sheet
June 30, 2026

	<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	\$ 256,353	\$ -	\$ -	\$ 256,353
<u>Investments</u>				
<u>Series 2024</u>				
Revenue	\$ -	\$ 5,966	\$ -	\$ 5,966
Interest	\$ -	\$ -	\$ -	\$ -
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Prepayment	\$ -	\$ 1,569,425	\$ -	\$ 1,569,425
Reserve	\$ -	\$ 2,712,768	\$ -	\$ 2,712,768
Capitalized Interest	\$ -	\$ -	\$ -	\$ -
Acquisition & Construction	\$ -	\$ -	\$ 6,396,304	\$ 6,396,304
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from Capital Projects Fund	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ -	\$ -	\$ -
Prepaid Expenditures	\$ 5,698	\$ -	\$ -	\$ 5,698
Total Assets	\$ 262,051	\$ 4,288,159	\$ 6,396,304	\$ 10,946,514
Liabilities:				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Accrued Expenses	\$ -	\$ -	\$ -	\$ -
Payroll Taxes Payable	\$ 122	\$ -	\$ -	\$ 122
Contracts Payable	\$ -	\$ -	\$ 503,483	\$ 503,483
Due to Capital	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 122	\$ -	\$ 503,483	\$ 503,605
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	\$ 5,698	\$ -	\$ -	\$ 5,698
Assigned:				
Debt Service - Series 2024	\$ -	\$ 4,288,159	\$ -	\$ 4,288,159
Capital Projects Fund	\$ -	\$ -	\$ 5,892,821	\$ 5,892,821
Unassigned	\$ 256,231	\$ -	\$ -	\$ 256,231
Total Fund Balances	\$ 261,929	\$ 4,288,159	\$ 5,892,821	\$ 10,442,909
Total Liabilities & Fund Balance	\$ 262,051	\$ 4,288,159	\$ 6,396,304	\$ 10,946,514

Golden Gem
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Revenues:</u>				
Special Assessments - Direct	\$ 340,543	\$ 340,543	\$ 340,543	\$ -
Developer Contribution	\$ -	\$ -	\$ 18,203	\$ 18,203
Total Revenues	\$ 340,543	\$ 340,543	\$ 358,746	\$ 18,203
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ 2,800	\$ 6,200
FICA Expenditures	\$ 918	\$ 689	\$ 214	\$ 474
Engineering	\$ 15,000	\$ 11,250	\$ -	\$ 11,250
Attorney	\$ 25,000	\$ 18,750	\$ 7,724	\$ 11,027
Annual Audit	\$ 5,000	\$ 5,000	\$ 4,400	\$ 600
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 3,750	\$ 3,750	\$ (0)
Trustee Fees	\$ 5,500	\$ -	\$ -	\$ -
Management Fees	\$ 38,625	\$ 28,969	\$ 28,969	\$ -
Information Technology	\$ 1,854	\$ 1,391	\$ 1,391	\$ -
Website Maintenance	\$ 1,236	\$ 927	\$ 927	\$ -
Telephone	\$ 300	\$ 225	\$ -	\$ 225
Postage & Delivery	\$ 1,000	\$ 750	\$ 5	\$ 745
Insurance	\$ 6,900	\$ 6,900	\$ 5,300	\$ 1,600
Printing & Binding	\$ 1,000	\$ 750	\$ 29	\$ 721
Legal Advertising	\$ 15,000	\$ 11,250	\$ -	\$ 11,250
Contingency	\$ 5,000	\$ 3,750	\$ 625	\$ 3,125
Office Supplies	\$ 625	\$ 469	\$ 0	\$ 468
Travel Per Diem	\$ 660	\$ 495	\$ -	\$ 495
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Property Taxes	\$ -	\$ -	\$ 2,473	\$ (2,473)
Total Administrative Expenditures	\$ 146,243	\$ 109,489	\$ 63,781	\$ 45,708

Golden Gem
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Operations & Maintenance</u>				
<u>Field Expenditures</u>				
Field Management	\$ 15,000	\$ 11,250	\$ 7,500	\$ 3,750
Fountain Maintenance	\$ 3,500	\$ 2,625	\$ -	\$ 2,625
General Repairs & Maintenance	\$ 10,000	\$ 7,500	\$ -	\$ 7,500
Irrigation Repairs	\$ 4,500	\$ 3,375	\$ 814	\$ 2,561
Landscape Maintenance	\$ 60,000	\$ 45,000	\$ 33,190	\$ 11,810
Landscape Replacement & Enhancements	\$ 10,000	\$ 7,500	\$ -	\$ 7,500
Pond Maintenance	\$ 7,500	\$ 5,625	\$ 1,850	\$ 3,775
Electric	\$ 1,500	\$ 1,125	\$ -	\$ 1,125
Streetlights	\$ 45,000	\$ 33,750	\$ -	\$ 33,750
Water & Sewer	\$ 25,000	\$ 18,750	\$ -	\$ 18,750
Property Insurance	\$ 5,500	\$ 4,125	\$ -	\$ 4,125
Contingency	\$ 5,500	\$ 4,125	\$ -	\$ 4,125
Total Field Expenditures	\$ 193,000	\$ 144,750	\$ 43,355	\$ 101,395
<u>Amenity Expenditures</u>				
Janitorial Services	\$ 1,300	\$ 975	\$ -	\$ 975
Total Amenity Expenditures	\$ 1,300	\$ 975	\$ -	\$ 975
Total O&M Expenditures	\$ 194,300	\$ 145,725	\$ 43,355	\$ 102,370
Total Expenditures	\$ 340,543	\$ 255,214	\$ 107,135	\$ 148,078
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 85,330	\$ 251,611	
Fund Balance - Beginning	\$ -		\$ 10,318	
Fund Balance - Ending	\$ -		\$ 261,929	

Golden Gem

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2026

	Adopted	Prorated Budge	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Special Assessments - Direct	\$ 2,138,668	\$ 1,069,334	\$ 1,069,334	\$ -
Special Assessments - Prepayments	\$ -	\$ -	\$ 1,569,425	\$ 1,569,425
Interest	\$ 75,000	\$ 56,250	\$ 89,805	\$ 33,555
Total Revenues	\$2,213,668	\$1,125,584	\$ 2,728,564	\$ 1,602,980
Expenditures:				
Interest - 11/1	\$ 1,069,334	\$ 1,069,334	\$ 1,069,334	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ 1,069,334	\$ 1,069,334	\$ 1,069,334	\$ -
Total Expenditures	\$2,138,668	\$2,138,668	\$ 2,138,668	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 75,000		\$ 589,896	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (359,785)	\$ (359,785)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (359,785)	\$ (359,785)
Net Change in Fund Balance	\$ 75,000	\$ -	\$ 230,111	\$ (359,785)
Fund Balance - Beginning	\$1,286,579	\$ -	\$ 4,058,048	\$ -
Fund Balance - Ending	\$1,361,579	\$ -	\$ 4,288,159	\$ (359,785)

Golden Gem
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Revenues:</u>				
Developer Advances	\$ -	\$ -	\$ -	\$ -
Developer Contributions	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 196,974	\$ 196,974
Total Revenues	\$ -	\$ -	\$ 196,974	\$ 196,974
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Capital Outlay	\$ -	\$ -	\$ 1,406,583	\$ (1,406,583)
Capital Outlay - COI	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ 1,406,583	\$ (1,406,583)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (1,209,609)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 359,785	\$ (359,785)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 359,785	\$ (359,785)
Net Change in Fund Balance	\$ -	\$ -	\$ (849,824)	\$ (359,785)
Fund Balance - Beginning	\$ -	\$ -	\$ 6,742,645	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 5,892,821	\$ (359,785)

Golden Gem

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Special Assessments - Direct	\$ -	\$ -	\$ 170,272	\$ -	\$ 85,136	\$ -	\$ -	\$ -	\$ 85,136	\$ -	\$ -	\$ -	\$ 340,543
Developer Contributions	\$ 15,731	\$ 2,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,203
Total Revenues	\$ 15,731	\$ 2,473	\$ 170,272	\$ -	\$ 85,136	\$ -	\$ -	\$ -	\$ 85,136	\$ -	\$ -	\$ -	\$ 358,746
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800
FICA Expenditures	\$ 77	\$ -	\$ -	\$ 77	\$ -	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,259	\$ 671	\$ 264	\$ 1,936	\$ 725	\$ 289	\$ 1,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,724
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ 3,750
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ 3,219	\$ -	\$ -	\$ -	\$ 28,969
Information Technology	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155	\$ -	\$ -	\$ -	\$ 1,391
Website Maintenance	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ 103	\$ -	\$ -	\$ -	\$ 927
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ 5
Insurance	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Printing & Binding	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26	\$ 1	\$ -	\$ -	\$ -	\$ 29
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 41	\$ 41	\$ 41	\$ 291	\$ 45	\$ 41	\$ 41	\$ 41	\$ 41	\$ -	\$ -	\$ -	\$ 625
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Property Tax	\$ -	\$ 2,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,473
Total Administrative Expenditures	\$ 17,748	\$ 7,080	\$ 4,198	\$ 7,196	\$ 4,662	\$ 8,623	\$ 6,376	\$ 3,963	\$ 3,935	\$ -	\$ -	\$ -	\$ 63,781

Golden Gem

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance:</u>													
<u>Field Expenditures</u>													
Field Management	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ 7,500
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339	\$ 475	\$ -	\$ -	\$ -	\$ -	\$ 814
Landscape Maintenance	\$ -	\$ -	\$ -	\$ 1,414	\$ 5,985	\$ 7,835	\$ 5,985	\$ 5,985	\$ 5,985	\$ -	\$ -	\$ -	\$ 33,190
Landscape Replacement & Enhance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pond Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ 1,850
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Field Expenditures	\$ -	\$ -	\$ -	\$ 2,664	\$ 7,235	\$ 9,085	\$ 7,575	\$ 7,710	\$ 9,085	\$ -	\$ -	\$ -	\$ 43,355
<u>Amenity Expenditures</u>													
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total O&M Expenditures	\$ -	\$ -	\$ -	\$ 2,664	\$ 7,235	\$ 9,085	\$ 7,575	\$ 7,710	\$ 9,085	\$ -	\$ -	\$ -	\$ 43,355
Total Expenditures	\$ 17,748	\$ 7,080	\$ 4,198	\$ 9,860	\$ 11,898	\$ 17,709	\$ 13,951	\$ 11,673	\$ 13,020	\$ -	\$ -	\$ -	\$ 107,135
Excess Revenues (Expenditures)	\$ (2,017)	\$ (4,608)	\$ 166,073	\$ (9,860)	\$ 73,238	\$ (17,709)	\$ (13,951)	\$ (11,673)	\$ 72,116	\$ -	\$ -	\$ -	\$ 251,611

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

Golden Gem

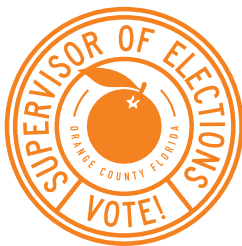
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026

DIRECT ASSESSMENTS

<i>Developer</i>	<i>Date</i>	<i>Invoice / Check</i>	<i>O&M Portion</i>	<i>Debt Service 2024</i>
INVOICED				
Kelly Park VB Development LLC	12/01/25	2026-01	\$ 170,271.50	\$ -
Kelly Park VB Development LLC	02/01/26	2026-01	\$ 85,135.75	\$ -
Kelly Park VB Development LLC	03/01/26	2026-01	\$ -	\$ 1,069,333.75
Kelly Park VB Development LLC	05/01/26	2026-01	\$ 85,135.75	\$ -
Kelly Park VB Development LLC	09/01/26	2026-01	\$ -	\$ 1,069,333.75
TOTAL			\$ 340,543.00	\$ 2,138,667.50
PAYMENTS				
Kelly Park VB Development LLC	12/10/25	2400	170,271.50	
Kelly Park VB Development LLC	02/04/26	2436	85,135.75	
Kelly Park VB Development LLC	03/04/26	Wire		1,069,333.75
Kelly Park VB Development LLC	06/01/26	2495	85,135.75	
TOTAL			\$ 340,543.00	\$ 1,069,333.75
BALANCE			\$ -	\$ 1,069,333.75

SECTION 3



Karen Castor Dentel Supervisor of Elections Orange County—Florida

Mapping Department

soemapping@ocfelections.gov

April 15, 2026

George Flint, District Manager
Golden Gem CDD
Governmental Management Services
219 East Livingston Street
Orlando, FL 32801

To whom it may concern,

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the district as of April 15, 2026. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2026**, there are **0** **registered voter(s)** in the
Golden Gem CDD.

A map and list of addresses can be provided upon request. Please contact the Mapping Department at 407-254-6554 with any questions.

Sincerely,

Mapping Department
Orange County Supervisor of Elections
Phone: 407-254-6554
119 W. Kaley Street
Orlando, FL 32806
soemapping@ocfelections.gov



119 West Kaley Street, Orlando, Florida 32806

✉ P.O. Box 562001, Orlando, Florida 32856 ☎ 407.836.2070 📠 407.254.6598 🌐 ocfelections.gov

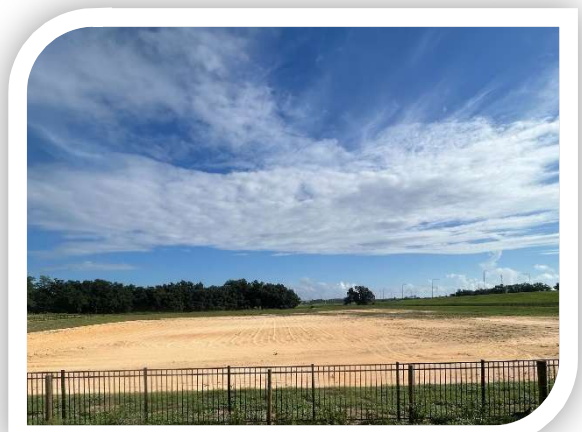
SECTION D

Golden Gem CDD

Field Management Report

Contracted Services

- Landscape maintenance will continue services on a weekly basis through October 1st. The vendor's performance has been satisfactory, and the property is in a well-maintained condition.
- Due to high temperatures some of the trees were showing signs of stress. Irrigation frequencies were increased to address these concerns, and recent rainfall has helped to improve overall conditions.
- Pond discing is being performed bi-monthly with the last service occurring in the second week of June. All ponds appear to be in good operating condition.



Site items

- Dead plants were replaced by the contractor as requested in the landscape punch list from the engineer and have established well.
- Metal fencing was installed around Tract A storm water management pond.
- Pavement marking and sign installations were performed around the site.

