Golden Gem
Community Development District

Agenda

August 12, 2026

AGENDA

Golden Gem
Community Development District

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

August 5, 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, August 12, 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 July 8, 2026 Meeting
4. New Business Items
   A. Consideration of Landscape Easement Agreement with Kelly Park VB Development, LLC and The City of Apopka, Florida
   B. Consideration of Agreement with Kimley-Horn and Associates, Inc. for Services Related to Yonder Park Conceptual Design
   C. Consideration of Resolution 2026-09 Re-Setting the Public Hearing to Adopt Updated Rules of Procedure
5. Ratification Items
   A. Series 2024 Requisition #65 - #66
6. Staff Reports
   A. Attorney
   B. Engineer
   C. District Manager's Report
      i. Approval of Check Register
      ii. Balance Sheet and Income Statement
   D. Field Manager's Report
7. Other Business
8. Supervisor's Requests
9. 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, July 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
H.M. Ridgley, III	Vice Chairman
Taylor Edwards	Assistant Secretary
Duane "Rocky" Owen	Assistant Secretary

Also present were:

George Flint	District Manager
Alyssa Willson *by phone*	District Counsel
Mackenzie Cerjan *by phone*	District Engineer
Jarett Wright	Field Manager

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 April 8, 2026 Meeting**

Mr. Flint presented the minutes of the April 8, 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. Linton, seconded by Mr. Edwards, with all in favor, the Minutes of the April 8, 2026 Board of Supervisor Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS Public Hearing

Mr. Flint stated that the next item was the public hearing to consider adoption of the FY27 budget and the public hearing to impose special assessments related to that budget and asked for a motion to open the public hearing.

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

A. Consideration of Resolution 2026-02 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations

Mr. Flint presented Resolution 2026-02, stating that it adopts the FY27 budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027. The budget was attached as Exhibit A, with actuals updated through the end of February and the remaining months projected. He noted that assessments were shown in the budget, that carry-forward balance would be used to balance the budget, administrative costs were generally similar with some increases and decreases, operating costs were adjusted based on expected FY27 maintenance responsibilities, and assessments were not projected to change.

Mr. Wright stated that there were no major changes to the field-side expenses since the prior review. The District should be prepared for FY27 landscaping responsibilities for any additional property taken over by the CDD, pond disking remained in line with budget actuals, and no other major field-side changes were noted. Mr. Flint added that Mr. Taylor had been involved in discussions with Mr. Wright regarding field-side maintenance to confirm what the District expected to maintain.

On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, Resolution 2026-02 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2026-03 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Edwards stated that Resolution 2026-03 imposes the special assessments associated with the FY27 budget previously approved by the Board. The approved budget and proposed assessment roll were attached as exhibits to the resolution, identifying the properties within the District subject to operations, maintenance, and debt assessments. Ms. Willson added that the resolution implements the assessments needed to fund the budget. Mr. Flint noted that the proposed assessment roll was included in the agenda and asked whether there were any questions on the resolution.

On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, Resolution 2026-03 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the Public Hearing

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

FIFTH ORDER OF BUSINESS New Business Items

A. Consideration of Resolution 2026-04 Authorizing District Manager to Establish Accounts with the State Board of Administration (SBA)

Mr. Flint introduced Resolution 2026-04 under new business, explaining that it would authorize the District Manager to establish an account with the State Board of Administration investment pool. He stated that the pool is a local government intergovernmental investment pool used by cities, counties, and school boards, and that it is consistent with the District's investment policy.

In response to Board questions, Mr. Flint explained that the purpose was to earn interest on idle general fund money because the District's operating account is a non-interest-bearing checking account. He clarified that the account would apply to the general fund only and not to debt service funds, which are invested separately by the trustee. He noted that the investment would be conservative, liquid, accessible within 24 hours, have no withdrawal penalty, and was expected to earn approximately a 3% to 4% return. Mr. Linton stated that he had been familiar with the investment pool for approximately 20 years and described it as very good and liquid.

On MOTION by Mr. Linton, seconded by Mr. Edwards, with all in favor, Resolution 2026-04 Authorizing District Manager to Establish Accounts with the State Board of Administration (SBA), was approved.

B. Consideration of Resolution 2026-05 Appointing an Assistant Treasurer

Mr. Flint explained Resolution 2026-05, which would appoint Alexandra Wolfe as an Assistant Treasurer of the District. He explained that Ms. Wolfe serves as the District's accountant and works from the Tampa office. Because she was not currently designated as an officer of the

District, the appointment would allow her to more easily administer the District's bank accounts. He also noted that Katie Costa, the Director of Accounting in the Orlando office, was already designated.

On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, Resolution 2026-05 Appointing Alexandra Wolfe as an Assistant Treasurer, was approved.

C. Consideration of Resolution 2026-06 Adopting the Fiscal Year 2027 Meeting Schedule

Mr. Flint explained Resolution 2026-06, which adopts the District's meeting schedule for the next fiscal year. He explained that the Board is required to approve an annual meeting schedule, typically at the same meeting where the budget is adopted. The proposed schedule was consistent with the District's current practice of meeting on the second Wednesday of each month at 10:30 a.m. at the current location, with monthly meetings advertised and canceled if there is no business. He noted that the Board could change the meeting day, time, location, or frequency if desired. After brief discussion, the Board indicated the schedule was acceptable, though Mr. Ridgley noted he expected to miss the November 11th meeting.

On MOTION by Mr. Linton, seconded by Mr. Edwards, with all in favor, Resolution 2026-06 Adopting the Fiscal Year 2027 Meeting Schedule, was approved.

D. Consideration of Resolution 2026-07 Designating a Date, Time, and Location for the Landowners' Meeting and Election

Mr. Flint explained Resolution 2026-07, which designates the date, time, and location of the landowner meeting and election. He explained that the District is required to hold a landowner election every two years and that three seats would be up for election in November: Mr. Ridgley, Mr. Hamner's, and Mr. Allen's seats. Two of the seats would be for four-year terms and one would be for a two-year term.

He explained that District seats remain landowner-elected until the District has existed for six years and has at least 250 registered voters, at which point seats begin transitioning to the general election process. He clarified that the requirement is based on registered voters, not property owners, so renters in apartments or rental communities may count toward the threshold.

The Board discussed that the November 3 landowner election would be a landowner meeting, not a Board meeting, and that a full Board quorum would not be required. Mr. Linton noted that only a proxy holder would need to be present, and Mr. Flint stated that the landowner could designate any proxy holder.

Mr. Edwards asked how the transition to general election would work given that the development is primarily not single-family. Mr. Flint explained that once the District meets both the six-year and 250-registered-voter requirements, two seats would transition to general election, followed by two more seats two years later. He also explained that registered voters living within the District would qualify through the Supervisor of Elections; if no one qualifies, the current Board member may hold over until a general elector comes forward, if one person qualifies, they would be elected unopposed, and if multiple people qualified the seat would go on the November ballot. Following discussion, Mr. Flint requested a motion to designate the landowner meeting for November 3, 2026 at 10:30 a.m. at the current location.

On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, Resolution 2026-07 Designating a Date, Time, and Location for the Landowners' Meeting and Election on November 3, 2026 at 10:30 a.m., was approved.

E. Consideration of Resolution 2026-08 Setting a Public Hearing to Adopt Updated Rules of Procedure

Mr. Flint introduced Resolution 2026-08, which would set a public hearing to adopt updated Rules of Procedure. He explained that District Counsel brought the item forward to update the District's rules due to legislative changes since the rules were originally adopted and noted that the proposed updated rules were attached to the resolution.

Ms. Willson explained that the updated rules are generally used by the CDDs represented by her firm, subject to District-specific modifications, and are intended to ensure compliance with statutory requirements. She stated that the updates address legislative changes involving additional timelines for certain rulemaking advertisements and procedures, allow for certain electronic publication where implemented by the county, and include minor administrative revisions intended to improve efficiency.

Ms. Willson explained that the District would need to notice and hold a public hearing before adopting the updated rules. Because the advertisement must run for 35 days, the hearing could not be held the following month, and the earliest available date would be the September meeting. After discussion, the Board confirmed September 9, 2026 at 10:30 a.m. at the current location for the public hearing.

> On MOTION by Mr. Linton, seconded by Mr. Hamner, Jr., with all in favor, Resolution 2026-08 Setting a Public Hearing to Adopt Updated Rules of Procedure on September 9, 2026 at 10:30 a.m., was approved.

F. Consideration of Series 2024 Requisition #64

Mr. Flint introduced Requisition #64 for the Series 2024 bonds, payable to the City of Apopka in the amount of $199,343.38. He explained that the requisition would pay Engineering and professional fees related to the roadways being turned over to the City, and that District Counsel and Bond Counsel had reviewed the expense and determined it was appropriate for payment from bond funds. Mr. Taylor clarified that the payment was for the City's inspection fee to accept the roads.

> On MOTION by Mr. Ridgley, III, seconded by Mr. Edwards., with all in favor, Series 2024 Requisition #64, was approved.

SIXTH ORDER OF BUSINESS Ratification Items

A. Series 2024 Requisitions #58 – #63

Mr. Flint stated that the Board next had ratification items for the Series 2024 bonds, consisting of Requisitions 58 through 63. He explained that the requisitions had been executed by the District Engineer and, in most cases, by Mr. Flint, for expenses paid from the construction account.

> On MOTION by Mr. Edwards, seconded by Mr. Linton, with all in favor, Series 2024 Requisitions #58 – #63, were ratified.

B. Infrastructure Change Order #9 with RCS Construction Co., Inc.

Mr. Flint introduced Change Order #9 with RCS and asked Mr. Edwards to provide an explanation. Mr. Edwards stated that the change order primarily covered punch-list items identified during the City's final inspection of the roadways. The largest item was replacement of landscaping that had died due to the freeze. Other items included small utility-related changes requested by the City, such as air release valve adjustments.

Mr. Edwards stated that the work was essentially complete and that the City was only waiting for the inspection fee check and delivery of the maintenance bond before issuing the certificate of acceptance for the roadways. Mr. Flint asked whether there were any questions on the change order, and none were raised.

> On MOTION by Mr. Linton, seconded by Mr. Edwards, with all in favor, the Infrastructure Change Order #9 with RCS Construction Co., Inc, was ratified.

C. Amendment to Temporary Construction and Access Easement Agreement

Ms. Willson stated that some stormwater ponds had already been conveyed after the bond issuance, while others still needed to be conveyed. The amendment would provide the District temporary access to facilities it constructed so they could be maintained. She also noted that additional permanent easements were forthcoming, including one involving a medical facility and another access easement from the developer, which would provide permanent access once the stormwater tracts are conveyed.

She advised that the amendment was in final form and requested approval and execution, with developer's Counsel to record it. She clarified that the only action item before the Board was approval of the expansion of the construction easement to include maintenance access.

In response to a question Mr. Edwards stated that the easement area was essentially within the roadway right-of-way boundaries, where much of the landscaping is located, and would be limited to that area.

> On MOTION by Mr. Linton, seconded by Mr. Edwards, with all in favor, the Amendment to Temporary Construction and Access Easement Agreement, was ratified.

D. Assignment of Transportation Impact Fee Credits and Ledger

Mr. Flint discussed the assignment of transportation impact fee credits. A previously approved assignment was included in the agenda for informational purposes. He noted that the assignment of transportation impact fee credits from the CDD to CRP/DH Wild Oaks Owner LLC in the amount of $1,569,425 required ratification.

He stated that the City of Apopka had awarded the District approximately $9.77 million in impact fee credits, and after the assignment, approximately $8.2 million would remain. Mr.

Edwards added that once the certificate of acceptance for the roads is received, the District expects to submit another credit request to the City in the range of $5.6 million, which would bring total credits to approximately $15.3 million. After accounting for the approximately $1.5 million assignment, the District would have approximately $14 million in credits remaining.

Mr. Flint recommended ratifying both the assignment of approximately $3 million from Kelly Park VP to the District and the assignment of approximately $1.5 million from the District to CRP/DH Wild Oaks Owner LLC. A motion was requested to ratify both assignments.

On MOTION by Mr. Ridgley, III, seconded by Mr. Edwards, with all in favor, the Assignment of Transportation Impact Fee Credits and Ledger, were ratified.

SEVENTH ORDER OF BUSINESS **Discussion of Impact Fee Credit Sale**

Mr. Flint introduced a discussion regarding whether the District could sell a portion of its transportation impact fee credits to a developer outside the Wild Oaks development and whether those credits could be sold at a discount.

Mr. Edwards explained that a retail developer planning to develop the parcel across from Publix, just north of Publix, had approached the District about purchasing approximately $475,000 in credits, but only at a discount. He noted that the District has a substantial amount of credits and that it may take many years to monetize them all within Wild Oaks, so selling some at a discount could have value by accelerating the timeline. A prior transaction at approximately 82 cents on the dollar was mentioned, though he stated he had not yet evaluated whether that level of discount would be appropriate.

The Board discussed the need to better understand the market before agreeing to a specific discount. Mr. Edwards noted that the market is tied to the area around the Kelly Park interchange and that there may be other sellers, including Mike Galvin, who reportedly has credits available. Board members indicated they were open to the concept but were not comfortable approving a specific discounted price without more market information.

Mr. Flint stated that District Counsel and Bond Counsel had reviewed the issue and determined that the District has the authority to sell credits to projects outside the District boundaries and at a discount. Ms. Willson added that Trustee’s Counsel had also reviewed the matter because revenues from impact fee credit sales are part of the trust estate, and Trustee’s Counsel was comfortable with a discounted sale so long as the sale reflects reasonable market value and is supported by justification. It was also noted that proceeds from the sale would be used to pay down bond principal, thereby reducing debt service assessments on properties still subject to assessments on a pro rated basis.

Ms. Willson discussed timing options, including negotiating the terms and bringing the matter back to the Board in August for approval, or authorizing someone to negotiate on behalf of the District with the result brought back for ratification. Mr. Edwards stated that the buyer hoped to begin construction in September, so approval at the August meeting would likely fit the buyer's timeline.

After discussion, the Board agreed that Taylor Edwards was the appropriate person to negotiate the potential sale and communicate with other interested parties, while avoiding discussions among Board members.

> On MOTION by Mr. Linton, seconded by Mr. Ridgley, III, with all in favor, Authorizing Mr. Edwards to negotiate the sale of impact fee credits, with the result to be brought back to the Board for ratification, was approved.

EIGHTH ORDER OF BUSINESS District Goals and Objectives

A. Adopting of Fiscal Year 2027 Goals and Objectives

Mr. Flint discussed the District's annual goals and objectives. He explained that state law requires the District to adopt annual goals and objectives, report on them annually, and post them on the District's website. The FY26 goals and objectives previously approved by the Board were carried forward for FY27 because staff believed they remained appropriate.

He stated that the goals were organized into three categories: community communication and engagement, including public meeting compliance, meeting notice requirements, and public records compliance; infrastructure and facilities maintenance, including site inspections and management of on-site vendors; and financial transparency and accountability, including annual budget adoption, unaudited financial reports, and the annual financial audit required by statute.

> On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, Adopting the Fiscal Year 2027 Goals and Objectives, was approved.

B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form

Mr. Flint stated that the next item was the FY26 goals and objectives reporting form. The Board was asked to authorize the Chair to execute the form after the calendar year is completed. He explained that staff would mark each goal as completed or not completed, date the form, and then the Chair and Mr. Flint would sign it. The completed form would be posted on the District's website and would not be filed with any state agency.

On MOTION by Mr. Ridgley, III, seconded by Mr. Linton, with all in favor, the Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form, was approved.

NINTH ORDER OF BUSINESS Staff Reports

A. Attorney

Nothing to report, next item followed.

B. Engineer

Ms. Cerjan provided the District Engineer's report. She stated that the roadway certificates of acceptance were expected to be issued soon after payment of the required fees. She also noted that the City had provided additional comments on the landscape maintenance agreement, which were currently with developer's Counsel, and agreed to forward those comments to Alyssa for review.

Mr. Flint added that if the comments included scope-related issues beyond legal comments, District staff would also like to review them.

Ms. Cerjan reported on other development activity, including progress on the cell tower permitting, ongoing site work for the first multifamily units with building permits still pending and no vertical construction yet, and early design discussions for the area which includes the preserved tree area and depressed pond and is expected to be amenitized. She stated that she would continue keeping the Board updated.

C. District Manager's Report

i. Approval of Check Registers

Mr. Flint presented three check registers for April 1st through June 1st totaling $31,473.27. June 2nd through July 1st totaling $10,462.58. The Board had no questions on the check registers.

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

ii. Balance Sheet and Income Statement

Mr. Flint reviewed the unaudited financial statements through June 30, noting that no Board action was required. The statements included the combined balance sheet for the General Fund, Debt Service Fund, and capital projects fund, as well as revenue and expenditure statements for each fund. He reported that direct assessments were fully collected, actual administrative expenses were well under the prorated budget, and actual operating expenses were also under the prorated budget.

iii. Presentation of Number of Registered Voters – 0

Mr. Flint stated that, as of April 15, there were no registered voters in the District. He explained that the District announces the number of registered voters each year, and that reaching 250 registered voters would help trigger the transition of Board seats from landowner election to the general election process once the District also meets the required age threshold. A Board member noted that the 250-registered-voter requirement is set by statute and cannot be changed by the Board.

D. Field Manager's Report

Mr. Wright presented the Field Manager's report. He reported that weekly landscape maintenance services were ongoing and would continue through October. Plant replacements related to frost damage had been completed, with RCS splitting the replacement cost with the District. Staff noted that freeze damage is typically not covered by vendor warranties and that the cost split was a reasonable compromise. Irrigation frequency had been increased for heat-stressed trees and plant material, and recent rains were helping recovery. Pond disking for dry ponds was continuing on an as-needed basis to control vegetation, preserve appearance, and maintain pond functionality while balancing costs. Metal fencing had been installed around the tract pond, pavement markings had been completed on the streets, and the District was preparing for roadway acceptance. He stated that staff was ready to accept any new property coming online for the next fiscal year.

TENTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

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

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

TWELFTH ORDER OF BUSINESS **Adjournment**

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

________________________________ ________________________________

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

SECTION A

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (the "Agreement") is made and entered into effective as of this ____ day of _________, 2026, by and between **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company ("Developer") whose mailing address is 660 Beachland Blvd., Suite 301, Vero Beach, Florida 32963, **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, ("CDD"), whose address is c/o Governmental Management Services, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (the "City"), whose address is 120 E. Main Street, Apopka, Florida 32703. The Developer, the CDD, and the City shall collectively be referred to herein as the "Parties."

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

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

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

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

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

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

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

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

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

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

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

1. **Recitals; Definitions**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement for City-Mandated Landscape Improvements**. Developer hereby grants to each of the City and the CDD a perpetual, non-exclusive easement over, upon and across the Easement Areas for the installation, maintenance, repair and replacement of the City-Mandated Landscape Improvements. All such activities shall be conducted with commercially reasonable care and shall follow customary and appropriate arboreal and other landscaping maintenance standards. The City-Mandated Landscape Improvements shall be maintained in accordance with all applicable City approvals, plans, codes, permit conditions, and reasonable written maintenance standards adopted or required by the City from time to time. Without limiting the foregoing, the CDD shall maintain the City-Mandated Landscape Improvements in a manner that preserves public safety, sight visibility, roadway operations, drainage, irrigation functionality, utility access, and the health and appearance of required landscaping.

3. **Grant of Easement for Enhanced Landscape Improvements**. Developer hereby grants to the CDD a perpetual, non-exclusive easement over, upon and across the Easement Areas for the maintenance, repair and replacement of the Enhanced Landscape Improvements. All such activities shall be conducted with commercially reasonable care and shall follow customary and appropriate arboreal and other landscaping maintenance standards. No Enhanced Landscape Improvements, irrigation improvements, hardscape features, signage, lighting, decorative elements, or other improvements shall be installed, modified, relocated, or replaced within the Easement Areas without the City's prior written approval, which approval may be conditioned or withheld based on roadway safety, sight visibility, drainage, utility, maintenance, operational, or public infrastructure concerns. The City's approval of plans for the development of parcels within Wyld Oaks that contain Easement Areas and show Enhanced Landscape Improvements therein shall be sufficient to evidence that they have been approved for the purposes of the foregoing.

4. **Maintenance Costs of City-Mandated Landscape Improvements**. The CDD shall be responsible for all costs and expenses related to the installation, maintenance, repair, replacement, and restoration of the City-Mandated Landscape Improvements. If the City determines that any City-Mandated Landscape Improvements are not being maintained in accordance with this Agreement, applicable City approvals, approved plans, City standards, or applicable law, the City may provide written notice to the Developer and the CDD identifying the deficiency. If the CDD fails to correct the deficiency within thirty (30) days after receipt of such notice, or within such shorter period as may be reasonably required by the City due to the nature of the deficiency, the City may perform or cause the required work to be performed.

Notwithstanding the foregoing, no prior notice or cure period shall be required where the City determines that immediate action is necessary to address a public safety condition, sight-distance obstruction, hazardous condition, irrigation failure, utility conflict, drainage concern, roadway operational issue, or other condition requiring prompt action.

The CDD shall reimburse the City for all costs incurred by the City in performing work under this Section, including reasonable administrative, inspection, labor, equipment, contractor, material, and legal costs. The City shall provide the CDD with an invoice and reasonable supporting documentation, and the CDD shall pay the invoice within thirty (30) days after receipt. Any unpaid amount shall constitute a contractual obligation of the CDD and may be recovered by the City through any remedy available at law or in equity.

5. **Maintenance Costs of Enhanced Landscape Improvements**. The CDD shall be responsible for all costs and expenses related to the maintenance, repair, replacement, and restoration of the Enhanced Landscape Improvements after they are installed, approved by the City, accepted by the CDD, and conveyed to the CDD by Bill of Sale or other appropriate instrument of conveyance. Before accepting maintenance responsibility, the CDD and the City shall have the right to inspect the Enhanced Landscape Improvements to confirm that they are in good condition, properly installed, properly irrigated, consistent with approved plans, and do not conflict with roadway safety, sight visibility, drainage, utilities, or other public infrastructure. Any deficiencies identified by the City or the CDD shall be corrected before the CDD assumes maintenance responsibility.

6. **City Inspection and Acceptance of Improvements.** No City-Mandated Landscape Improvements or Enhanced Landscape Improvements shall be deemed accepted by the City, and no maintenance obligation shall commence as to any such improvements, until the City has had the opportunity to inspect the improvements and confirm that they have been installed in accordance with approved plans, applicable City approvals, permit conditions, City standards, and this Agreement. The City may require punch-list corrections, verification of irrigation functionality, replacement of deficient plant material, and correction of any installation deficiencies before accepting the improvements.

7. **Insurance.** The CDD shall require any contractor, subcontractor, vendor, or other party performing installation, maintenance, repair, replacement, restoration, or other work within the Easement Areas to maintain insurance coverage reasonably acceptable to the City, including commercial general liability insurance, workers' compensation insurance as required by law, and automobile liability insurance where applicable. Upon request, the CDD shall provide the City with certificates of insurance evidencing such coverage. Where commercially reasonable and applicable to the work being performed, the City shall be named as an additional insured on commercial general liability policies for work performed within the Easement Areas. The City agrees that the following insurance coverage shall be deemed acceptable for the purposes of this paragraph: (a) Worker's Compensation Insurance in accordance with the laws of the State of Florida, (b) Commercial General Liability Insurance covering a General Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars ($1,000,000) combined single limit bodily injury and property damage liability and covering at least the following hazards: (i) Independent Contractor's Coverage for bodily injury and property damage in connection with any subcontractors' operation, (ii) Employer's Liability Coverage with limits of at least One Million Dollars ($1,000,000) per accident or disease, and (iii) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars ($1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

8. **City Access; Public Infrastructure Priority.** The City shall retain the unrestricted right to enter upon, access, inspect, maintain, repair, replace, remove, relocate, or disturb landscaping or other improvements within the Easement Areas as reasonably necessary for roadway, drainage, utility, sidewalk, signage, traffic control, emergency, public safety, maintenance, repair, construction, or other municipal purposes. Public infrastructure, utilities, drainage, transportation facilities, and public safety requirements shall have priority over all landscaping, irrigation, hardscape, and other improvements within the Easement Areas. The City shall not be liable for removal, relocation, damage, or disturbance of Enhanced Landscape Improvements where such action is reasonably necessary for a public purpose, except that the City shall restore any Enhanced Landscape Improvements removed or disturbed by its activities unless the same would interfere with (i) the operation or maintenance of public infrastructure, utilities, drainage or transportation facilities, or (ii) public safety requirements.

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

10. **Enforcement**. Each Party shall have the right to specifically enforce the obligations of any other Party to this Agreement. The City shall also have the right to enforce the maintenance, reimbursement, access, approval, and public infrastructure priority provisions of this Agreement through any remedy available at law or in equity. Nothing in this Agreement shall be construed to waive, limit, or impair any governmental, regulatory, permitting, police power, code enforcement, or public safety authority of the City. In any action at law or in equity to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees through trial and all appellate levels, subject to any limitations applicable to governmental entities under Florida law.

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

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

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

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

15. **Modification**. This Agreement may not be amended except by written instrument executed by the Parties hereto or their respective successors or assigns. Notwithstanding anything to the contrary herein, no amendment, modification, relocation, expansion, or reduction of the Easement Areas, and no material change to improvements within the Easement Areas affecting City infrastructure, roadway operations, drainage, utilities, or public safety, shall be effective without the City's prior written approval.

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

17. **Governing Law and Venue**. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Orange County, Florida.

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

19. **Indemnification**. Without waiving any of the protections afforded by section 768.28, Florida Statutes:

(a) The CDD covenants and agrees to indemnify the Developer and hold it harmless from any and all claims for personal injuries, death, or property damage, and any other losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, reasonable attorneys' fees, which arise out of, in connection with, or by reason of the exercise of its rights under this Agreement, except such loss or damage as may result from the willful or negligent acts of the Developer or its agents, contractors or employees.

(b) The City covenants and agrees to indemnify the Developer and hold it harmless from claims for personal injuries, death, or property damage, and any other losses, damages, demands, charges, or expenses, including, but not limited to, reasonable attorneys' fees, as may result from the City's solely willful or negligent acts which arise out of, in connection with, or by reason of the exercise of its rights under this Agreement. The City's liability under the preceding sentence shall not include punitive damages or interest for the period before judgment. This indemnification shall be subject to the provisions of §768.28(5), Florida Statutes, including the limitations set forth therein, which shall be applicable whether the underlying action sounds in contract or tort. Under no circumstances shall such indemnification extend to such loss or damage as may result from the willful or negligent acts of the CDD, Developer, their agents, contractors or employees, or any other party, person, or entity.

20. **Developer's Reservation of Rights**. Developer hereby retains the right to utilize the Easement Areas for lawful purposes that do not interfere with the rights granted to the City or the CDD under this Agreement; provided, however, that Developer's use of the Easement Areas shall at all times remain subordinate to the City's rights of access, inspection, maintenance, public infrastructure, utilities, drainage, roadway operations, public safety, and enforcement. Developer shall not install, authorize, or permit any improvement, structure, landscaping, irrigation, hardscape, signage, lighting, fence, wall, utility, or other facility within the Easement Areas that conflicts with approved plans, City standards, roadway safety, sight visibility, drainage, utilities, public infrastructure, or the City's rights under this Agreement. Any proposed use or improvement within the Easement Areas that could affect City infrastructure, roadway operations, drainage, utilities, or public safety shall require the City's prior written approval.

21. **Restoration**, Any Party or contractor performing work within the Easement Areas shall promptly restore all disturbed areas to a condition consistent with approved plans and applicable City standards. Notwithstanding the foregoing, the City shall not be responsible for restoring or replacing Enhanced Landscape Improvements, decorative features, hardscape, or other non-standard improvements removed, damaged, or disturbed by the City in connection with public infrastructure, utility, drainage, roadway, emergency, public safety, or other municipal work, if the same would interfere with (i) the operation or maintenance of public infrastructure, utilities, drainage or transportation facilities, or (ii) public safety requirements.

22. **<u>JURY WAIVER</u>**. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE THE RIGHT TO A JURY IN LITIGATION ARISING OUT OF THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY DEFENSES, OR ANY PROCEDURAL PROTECTION AVAILABLE TO THE CITY UNDER FLORIDA LAW.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

Signed, sealed and delivered in the presence of:

____
Print Name:__________________________

Address: ____________________________
____

____
Print Name:__________________________

Address: ____________________________
____

"**DEVELOPER**"

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

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

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

By:______________________________
Ronald L. Edwards, Manager

Date of Execution: ___________, 2026

STATE OF FLORIDA)
)
COUNTY OF _____________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____________, 2026, by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as the sole Member of KPVB Acquisition, LLC, a Delaware limited liability company, as the sole Member of **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of said entity. Said person (check one) □ is personally known to me or □ produced ______________________________ as identification.

(NOTARY SEAL)

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

Signed, sealed and delivered in the presence of:	"**CDD**"
______________________________ Print Name: ____________________ Address: ______________________ ______________________________	**GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
______________________________ Print Name: ____________________ Address: ______________________ ______________________________	By:____________________________ Name:__________________________ Title: __________________________
	Date of Execution: __________, 2026

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of ____________, 2026, by ______________, as ______________________________of **GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT**, a municipal form of government existing under the laws of the State of Florida, on behalf of said district. Said person (check one) □ is personally known to me or □ produced ____________________________ as identification.

(NOTARY SEAL)	Notary Stamp Print Name:__________________________ Notary Public, State of Florida Commission No.:______________________ My Commission Expires:_______________

Signed, sealed and delivered in the presence of:	"**CITY**"
ATTEST:	**CITY OF APOPKA, FLORIDA**, a Florida municipal corporation
By:________________________________ Printed Name: Susan M. Bone Title: City Clerk	
________________________________ Print Name:__________________________ Address: ____________________________ ________________________________	By:________________________________ Name: Nicholas L. Nesta III Title: Mayor
	Date of Execution: __________, 2026

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of ____________, 2026, by Susan M. Bone, as the City Clerk of **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation, on behalf of the City. Said person (check one) □ is personally known to me or □ produced ____________________________ as identification.

(NOTARY SEAL)	Notary Stamp Print Name:___________________________ Notary Public, State of Florida Commission No.:_______________________ My Commission Expires:_________________

0894531\195616\14690190v10

SUBORDINATION OF MORTGAGE TO AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

____
FRANCOIS P. BRENEY

Address:
1020 Juliette Blvd.
Mount Dora, FL 32757

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of ________________, 2026 by FRANCOIS P. BRENEY, who is personally known to me or has produced ____________________ as identification.

(NOTARY SEAL)

____
Notary Public:
Name Printed: ________________________
Commission No.: ______________________
My Commission Expires: ________________

<u>EXHIBIT "A"</u>

LANDSCAPE EASEMENT AREAS

(SEE ATTACHED)

SECTION B

August 7, 2026

Craig Linton, Jr.
Golden Gem Community Development District
219 East Livingston Street
Orlando, FL 32801

Re: Letter Agreement for Professional Services for
Yonder Park – Wyld Oaks
Kelly Park Rd and SR 429, Apopka, FL

Dear Craig Linton:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to Golden Gem Community Development District ("Client") for the consulting services associated with Yonder Park within the Wyld Oaks Development ("Project").

Project Understanding

Kimley-Horn understands that the Client has entered into an agreement with the developer of the Wyld Oaks project ("Overall Developer") for the master planning and development of a public park located on a +/- 12.5 acre parcel within the Wyld Oaks Development, designated as the Yonder Parcel. The design build project wishes to identify and implement programmatic elements throughout the parcel within the disclosed budget amount. Existing topographic as-builts, initial concept investigation, and preliminary tree survey information for the site are available. Additionally, the site is located within the Interchange District of the master development, and it is approximately outlined in red in the accompanying image below.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- No zoning or future land use map amendments will be needed for the proposed development.
- No offsite work has been anticipated.
- Arborist report will not be needed.
- Project will be assessed for phase 1 construction within disclosed $1.5 million budget less design fees.
- Client will be responsible for providing design assistance and determining budget during task 2

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Kickoff & Data Collection

1.1 Kickoff Meeting. Kimley-Horn will prepare a kick-off meeting with the Client and owner. During the call, the Client, owner, and key members of the Kimley-Horn team will collaborate to initiate the concept Master Plan and discuss scheduling and logistics.

1.2 Opportunities and Constraints Diagram. Kimley-Horn will identify, review and assess proposed programmatic layout and existing site conditions. In this assessment, Kimley-Horn will prepare an opportunities and constraints diagram for the proposed site. The diagram will identify pedestrian trail system ingress and egress points for the site, opportunity areas, potential program limitations, buffer, screening needs, vegetation types and recommendations for preservation, and connectivity throughout the park and to the surrounding communities. This task includes (1) one site visit by up to (2) two Kimley-Horn representatives for (10) hours.

Kimley-Horn will submit the draft Opportunities and Constraints Diagram to the Client and owner for review and the Client will provide one (1) consolidated set of comments to Kimley-Horn which will be incorporated into a final set of notes and finalized diagram.

Task 1 Project Kickoff & Data Collection Deliverables

- Kickoff Meeting Notes
- Base Map with Aerial Photography
- Opportunities and Constraints Diagram (Draft & Final Versions)

Task 2 – Conceptual Master Plan Development

2.1 Conceptual Master Plan. Upon completion of task 1, Kimley-Horn will prepare up to one (1) initial conceptual master plan package, highlighting development opportunities based upon site analysis, client input and program definition. The package will consist of the following items:

- An illustrative concept plan
- Site furnishing, hardscape, and amenity palette
- Summary of benefits and constraints
- Preliminary Opinion of Probable Cost

Kimley-Horn will submit the package to the Client and the Client will provide a consolidated set of comments for review by Kimley-Horn prior to Task 2.2.

2.2 Review with Client. Kimley-Horn will facilitate a conference call (via MS Teams) with the client and owner to review and discuss consolidated comments provided as part of the Conceptual Master Plan Development. Kimley-Horn will incorporate comments into one round of revisions for materials to be used for approved phase 1 construction plans. Client will be responsible for providing design assistance and determining budget during task 2

Task 2 Conceptual Master Plan Development Deliverables:

- Draft Conceptual Master Plan
- Preliminary Opinion of Probably Cost
- Finalized Conceptual Master Plan
- Phase 1 Plan

Task 3 – Construction Plans

Based on the approved task 2 concept plan, the Consultant will prepare a site Construction Plan package for the project in accordance with Agency regulations. The scope will be limited to the parcel area shown in the project's understanding and no offsite improvements are included. Kimley-Horn shall prepare one plan set to be utilized for City permitting and shall provide separate 80% and 100% progress sets. These plans shall consist of the following:

Cover Sheet:

- Plan contents, vicinity and aerial maps, zoning map, legal description and project team identification

Existing Conditions and Demolition Plan:

- Data provided from the topographic survey (by others), topographic and tree survey
- Indicate and identify the onsite demolition of existing structures, facilities, or other items, required to be cleared, demolished and/or removed prior to construction of the proposed site

Site Plan/Hardscape Plan:

- Site geometry (trails, limited boardwalks, dog park, benches, etc.)
- Location data (dimensions, setbacks, horizontal control)
- Materials indications (paving finishes and hardscape areas)
- Site furnishing locations

Grading and Drainage Plan:

- Contours at one-foot intervals and spot elevations at critical locations for proposed park enhancement features (sidewalks, boardwalks, or curbing)
- Kimley-Horn assumes that no stormwater infrastructure enhancements are required at this time but can be provided as an additional service if requested by the SJRWMD.

Construction Details (site)

- Pedestrian and specialty paving details
- Seating areas (not including structural)

- Design intent sections to illustrate key site features
- Cut sheets and coordination with owner on site furnishings including but not limited to: Benches, bike racks, litter receptacles, water fountains, and doggie bag stations.
- Kimley-Horn assumes architectural design of such items is not included in this task.
- Structural design for park items described above is not included in this task but can be included as an Additional Service if requested.

Tree Protection / Landscape Plan:

- Identification of trees to be preserved, protected, and trimmed.
- Areas to receive required landscape materials
- Plant list with location and spacing
- Grassing, seeding/sodding, and mulching designation plan
- Tree Mitigation details to meet City standards. Kimley-Horn will make up to one set of reasonable revisions to the plan set based on Client or Agency comments. Additional revisions or revisions due to Client and other agency comments or modifications to the plans due to changes in surveyed or as-built information received after authorization will be considered additional services.

Schematic Irrigation Plan and Details

- Plan to illustrate existing meter, backflow, controller, rain sensor, main line extension, irrigation head layout, quick coupler valves (if desired) and other appurtenances for an irrigation system for the site and the code required landscape plantings.
- Consultant will coordinate with the City to include Owner provided appurtenances within the contract documents.
- Run time schedules, critical analysis schedules, and fully piped / designed irrigation plans will be considered an additional service.

Construction Documentation Submittals will be as follows:

- Submit one (1) electronic 24"x36" PDF set of the Contract Documents to City of Apopka
- One (1) opinion of probable cost of construction (OPCC) shall be submitted with the 80% set in 8.5"x11" electronic PDF format.
- Consultant shall revise the Contract Documents to reflect the review comments.
- Consultant shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed.

This task includes up to 2 rounds of City issued comment responses which do not significantly impact the overall design and concept layout. Any programmatic items in Task 1 and 2 that are deemed outside of the provided budget will not be included in the Task 3 construction document plans.

Note: Additional phasing or preparation of additional progress sets will trigger assessment of current scope agreed upon and fees and may constitute additional services and increase in fees.

Task 4 – Permitting Assistance
Consultant assumes that the following permits or reviews will be required. Consultant will prepare the permit application packages for submittal to the following agencies:

- City of Apopka informational meeting
- City of Apopka Major/Minor Development Plan (MDP) – consisting of up to (2) DRC meetings, (1) Planning Commission Meeting, and (1) City Council Meeting in person and attendance at

(1) in person meeting prepared by Client’s Land Use Attorney.

- City of Apopka Construction Site Plan (CSP) – Consisting of up to (2) in person DRC meetings.
- St. John’s River Water Management District Minor Modification

Upon informational meeting review with the City of Apopka, it may be determined that a (MDP) review will not be required.

Task 5 – Meetings and Coordination
Kimley-Horn will attend Client, team, in-person and/or virtual meetings up to 30 hours total as requested under this task. Meetings could consist of the following:

- Client team meetings or project status meetings
- Meetings with other consultants or the Overall Developer on the Client’s behalf
- Meetings and/or site visits with the property owner or owner’s representative(s)
- Effort associated with the request, preparation for, and attendance of regulatory agency pre-application or permitting meetings
- Coordination with lighting design. It is otherwise expected that the Client’s contractor will provide coordination and permit with franchise utilities.
- Construction coordination meetings, site visits, or status calls
- Coordination with the Overall Developer which may consist of scheduling, closing verification, or other Kimley-Horn involvement in coordination with the Overall Developer on the Client’s behalf that is not included in the other tasks of this agreement.

Travel time for in person meetings is included in this task. It is expected that multiple meetings with the team and various agencies may be required over the course of this project. These meetings will be provided on an hourly basis as authorized by the Client. The number of Kimley-Horn attendees may vary at each meeting depending on the scope of the meeting, but only the applicable team members will attend.

Task 6 – Construction Phase Services
Kimley-Horn will be available to provide construction phase services, as requested. These services may include but not be limited to:

Pre-Construction Conference.

Consultant will attend one (1) virtual Pre-Construction Conference up to two hours in length prior to commencement of construction activity.

Visits to Site and Observation of Construction.

Consultant will provide limited on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Consultant has anticipated up to three (3) site visit/meetings during the anticipated (6 months) construction period for Phase 1 of the work. This Task consists of review of as-built documents for final certification of Completion as required by the City.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant’s exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work.

Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
Clarifications and Interpretations.

Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of the work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders.

Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples.

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit for site civil and landscape elements, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal."

Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Unreasonable requests for substitutes may be subject to additional services.

Limitation of Responsibilities.

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 7 – Contingency Task
Kimley-Horn will perform additional site visits, requested meetings (virtual or in person),OAC calls, and or any additional client requested additional service on an hourly basis up to 50 hours by one (1) Kimley-Horn representative. Any additional service requested above and beyond the agreed upon hours will be billed at the then current Kimley-Horn hourly rate, upon client approval.

Additional Services
Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional Concepts alternatives beyond any listed above
- Off-site improvements
- Lighting design
- Lighting electrical design
- Signage and wayfinding design and permitting
- Decorative fountains and / or water feature design and engineering
- Site visits or meetings beyond those listed above
- 3-D modeling and visualization packages
- Arboricultural services
- Traffic studies or traffic planning reports
- Roadway Engineering Services, Maintenance of Traffic Plans
- Value Engineering services
- Material testing services
- LEED certification services
- Planning assistance for variances, zoning, and ROW vacates
- Environmental Services and Geotechnical reports / engineering services
- Design and engineering of overhead structures, playgrounds, or other structural elements
- Wetland Services

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Updated Tree Survey
- Updated Boundary/Topo survey
- Updated Geotechnical Report

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 4, and 6 for the total lump sum labor fee below. Kimley-Horn will perform the services in Task 5 and 7 on a labor fee plus expense basis. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Fee	Type
1	**Project Kickoff & Data Collection**	$ 5,000	Lump Sum
2	**Conceptual Master Plan Development**	$ 20,000	Lump Sum
3	**Construction Plans**	$ 47,500	Lump Sum
4	**Permitting Assistance**	$ 18,000	Lump Sum
5	**Meetings and Coordination**	$ 6,000	Hourly Estimate
6	**Construction Phase Services**	$ 4,500	Lump Sum
7	**Contingency Task**	$ 15,000	Hourly Estimate
	Total	$ 116,000	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Golden Gem Community Development District.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to ______________________________

____ Please copy ____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Chris Hollen. P.E. (FL) Sr. Vice President	Kyler Durham, PLA (FL) Project Manager

GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

SIGNED: ______________________________

PRINTED NAME: _________________________

TITLE:___________________________________

DATE: __________________________________

Client's Federal Tax ID: _________________________
Client's Business License No.: ___________________
Client's Street Address: _________________________
____

SECTION C

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT TO RE-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 October 14, 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

SECTION V

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: 65

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

(C) Amount Payable: $464,815.01

(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.

MCerjan

Mackenzie Cerjan, P.E.
Kimley-Horn and Associates, Inc.
7/22/2026

Consulting Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 1 PAGES 5

TO OWNER:
Golden Gem Community Development District

Vero Beach, FL 32963

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

CONTRACT FOR:

PROJECT: Infrastructure - Wyld Oaks

VIA ARCHITECT:

APPLICATION NO: Retainage

PERIOD TO: 6/2/26

PROJECT NOS:

CONTRACT DATE:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 14,205,206.49
2. Net change by Change Orders		$ (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. 0 % of Completed Work (Column D + E on G703)	$0.00	
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)		$ 11,942,940.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 11,345,793.56
8. CURRENT PAYMENT DUE		$ 597,147.03 ***
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

Total Completed and Stored To Date Allocated To Cadence	$1,993,674.05
Total Retainage At 0%	$0.00
Total Allocated To Cadence, Less Retainage	$1,993,674.05
Less Previous Balances Due By Cadence	$1,893,990.34
Current Payment Due By Cadence	$99,683.70
Total Completed and Stored To Date Allocated To CDD	$9,296,300.22
Total Retainage At 0%	$0.00
Total Allocated To CDD, Less Retainage	$9,296,300.22
Less Previous Balances Due By CDD	$8,831,485.21
Current Payment Due By CDD	$464,815.01
Total Completed and Stored To Date Allocated To KPVBD	$652,966.32
Total Retainage At 0%	$0.00
Total Allocated To KPVBD, Less Retainage	$652,966.32
Less Previous Balances Due By KPVBD	$620,318.00
Current Payment Due By KPVBD	$32,648.32

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: Joel A. Baker Date: 6/3/26

State of: FLORIDA County of: LAKE
Subscribed and sworn to before me this 19TH day of June, 2026
Notary Public: Victoria E. Lauteria
My Commission expires: 6/19/30

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 . . . . $ $597,147.03

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

ENGINEER:

By: Mackenzie Cerjan, P.E. Date: 6/3/2026

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.

**** Contractor agrees that Owner will pay with what funding is available which may not equal the Current Payment Due. Any unpaid balance will remain on account for Owner to pay with future funds.*

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

DEVELOPER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

Wyld Oaks- Infrastructure 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...__$597,147.03_______
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

DEVELOPER'S REPRESENTATIVE:

By: ____ Date: 06/16/26
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

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

APPLICATION NO: Retainage
APPLICATION DATE: 6/2/2026
PERIOD TO: 6/2/2026
ARCHITECT'S PROJECT NO:

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

A	B	C				D	E	F	G	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)
		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%
2.	GENERAL CONDITIONS	1	LS	$221,250.00	$221,250.00	$221,250.00			$221,250.00	100%
3.	PERFORMANCE BOND	1	LS	$103,750.00	$103,750.00	$103,750.00			$103,750.00	100%
4.	LAYOUT/ASBUILTS	1	LS	$96,518.75	$96,518.75	$96,518.75	$0.00		$96,518.75	100%
5.	SWWWP	1	LS	$28,750.00	$28,750.00	$28,750.00			$28,750.00	100%
6.	SILT FENCE	21818	LF	$1.81	$39,490.58	$39,490.58			$39,490.58	100%
7.	TREE PROTECTION	2930	LF	$6.73	$19,718.90	$19,718.90			$19,718.90	100%
8.	CONSTRUCTION ENTRY	2	EA	$12,647.28	$25,294.56	$25,294.56			$25,294.56	100%
9.	MASS GRADING	31971	CY	$2.81	$89,838.51	$89,838.51			$89,838.51	100%
10.	ROADWAY GRADING	1	LS	$97,182.84	$97,182.84	$97,182.84	$0.00		$97,182.84	100%
11.	SOD BEHIND CURB	10613	SY	$3.69	$39,161.97	$39,161.97	$0.00		$39,161.97	100%
12.	10" FORCE MAIN	5244	LF	$70.72	$370,855.68	$370,855.68			$370,855.68	100%
13.	10" PLUG VALVE	14	EA	$5,619.75	$78,676.50	$78,676.50			$78,676.50	100%
14.	12"X10" WET TAP	2	EA	$16,066.18	$32,132.36	$32,132.36			$32,132.36	100%
15.	6" FORCE MAIN	648	LF	$50.13	$32,484.24	$32,484.24			$32,484.24	100%
16.	6" PLUG VALVE	12	EA	$3,905.17	$46,862.04	$46,862.04			$46,862.04	100%
17.	4" FORCE MAIN	20	LF	$36.17	$723.40	$723.40			$723.40	100%
18.	4" PLUG VALVE	1	EA	$2,366.34	$2,366.34	$2,366.34			$2,366.34	100%
19	FORCE MAIN FITTINGS	1	LS	$78,184.45	$78,184.45	$78,184.45			$78,184.45	100%
20.	TESTING	1	LS	$12,278.25	$12,278.25	$12,278.25			$12,278.25	100%
21.	18" HDPE	931	LF	$50.28	$46,810.68	$46,810.68			$46,810.68	100%
22.	24" HDPE	1279	LF	$73.70	$94,262.30	$94,262.30			$94,262.30	100%
23.	42" HDPE	106	LF	$246.26	$26,103.56	$26,103.56			$26,103.56	100%
24.	48" HDPE	691	LF	$320.16	$221,230.56	$221,230.56			$221,230.56	100%
25.	54"/60" HDPE	1462	LF	$360.14	$526,524.68	$526,524.68			$526,524.68	100%
26.	60" HDPE	64	LF	$480.83	$30,773.12	$30,773.12			$30,773.12	100%
27.	36" HDPE	1394	LF	$114.98	$160,282.12	$160,282.12			$160,282.12	100%

A	H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
1.	$0.00	$0.00	Yes	17.00%	$2,337.50	$116.88	83.00%	$11,412.50	$570.63	$0.00	$0.00
2.	$0.00	$0.00	Yes	17.00%	$37,612.50	$1,880.63	83.00%	$183,637.50	$9,181.88	$0.00	$0.00
3.	$0.00	$0.00	Yes	17.00%	$17,637.50	$881.88	83.00%	$86,112.50	$4,305.63	$0.00	$0.00
4.	$0.00	$0.00	Yes	17.00%	$16,408.19	$820.41	83.00%	$80,110.56	$4,005.53	$0.00	$0.00
5.	$0.00	$0.00	Yes	17.00%	$4,887.50	$244.38	83.00%	$23,862.50	$1,193.13	$0.00	$0.00
6.	$0.00	$0.00	Yes	17.00%	$6,713.40	$335.67	83.00%	$32,777.18	$1,638.86	$0.00	$0.00
7.	$0.00	$0.00	Yes	17.00%	$3,352.21	$167.61	83.00%	$16,366.69	$818.33	$0.00	$0.00
8.	$0.00	$0.00	Yes	17.00%	$4,300.08	$215.00	83.00%	$20,994.48	$1,049.72	$0.00	$0.00
9.	$0.00	$0.00	Yes	17.00%	$15,272.55	$763.63	83.00%	$74,565.96	$3,728.30	$0.00	$0.00
10.	$0.00	$0.00	Yes	17.00%	$16,521.08	$826.05	83.00%	$80,661.76	$4,033.09	$0.00	$0.00
11.	$0.00	$0.00	Yes	17.00%	$6,657.53	$332.88	83.00%	$32,504.44	$1,625.22	$0.00	$0.00
12.	$0.00	$0.00	Yes	17.00%	$63,045.47	$3,152.27	83.00%	$307,810.21	$15,390.51	$0.00	$0.00
13.	$0.00	$0.00	Yes	17.00%	$13,375.01	$668.75	83.00%	$65,301.50	$3,265.07	$0.00	$0.00
14.	$0.00	$0.00	Yes	17.00%	$5,462.50	$273.13	83.00%	$26,669.86	$1,333.49	$0.00	$0.00
15.	$0.00	$0.00	Yes	17.00%	$5,522.32	$276.12	83.00%	$26,961.92	$1,348.10	$0.00	$0.00
16.	$0.00	$0.00	Yes	17.00%	$7,966.55	$398.33	83.00%	$38,895.49	$1,944.77	$0.00	$0.00
17.	$0.00	$0.00	Yes	17.00%	$122.98	$6.15	83.00%	$600.42	$30.02	$0.00	$0.00
18.	$0.00	$0.00	Yes	17.00%	$402.28	$20.11	83.00%	$1,964.06	$98.20	$0.00	$0.00
19	$0.00	$0.00	Yes	17.00%	$13,291.36	$664.57	83.00%	$64,893.09	$3,244.65	$0.00	$0.00
20.	$0.00	$0.00	Yes	17.00%	$2,087.30	$104.37	83.00%	$10,190.95	$509.55	$0.00	$0.00
21.	$0.00	$0.00	Yes	17.00%	$7,957.82	$397.89	83.00%	$38,852.86	$1,942.64	$0.00	$0.00
22.	$0.00	$0.00	Yes	17.00%	$16,024.59	$801.23	83.00%	$78,237.71	$3,911.89	$0.00	$0.00
23.	$0.00	$0.00	Yes	17.00%	$4,437.61	$221.88	83.00%	$21,665.95	$1,083.30	$0.00	$0.00
24.	$0.00	$0.00	Yes	17.00%	$37,609.20	$1,880.46	83.00%	$183,621.36	$9,181.07	$0.00	$0.00
25.	$0.00	$0.00	Yes	17.00%	$89,509.20	$4,475.46	83.00%	$437,015.48	$21,850.77	$0.00	$0.00
26.	$0.00	$0.00	Yes	17.00%	$5,231.43	$261.57	83.00%	$25,541.69	$1,277.08	$0.00	$0.00
27.	$0.00	$0.00	Yes	17.00%	$27,247.96	$1,362.40	83.00%	$133,034.16	$6,651.71	$0.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 0
APPLICATION DATE: 6/2/2026
PERIOD TO: 6/2/2026
ARCHITECT'S PROJECT NO:

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

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD														
28.	72" RCP	1381	LF	$747.54	$1,032,352.74	$1,032,352.74			$1,032,352.74	100%	$0.00	$0.00	Yes	17.00%	$175,499.97	$8,775.00	83.00%	$856,852.77	$42,842.64	$0.00	$0.00
29.	TYPE "P" MANHOLE	4	EA	$15,330.53	$61,322.12	$61,322.12			$61,322.12	100%	$0.00	$0.00	Yes	17.00%	$10,424.76	$521.24	83.00%	$50,897.36	$2,544.87	$0.00	$0.00
31.	TYPE P-5 WITH "J" BOTTOMS	11	EA	$12,400.26	$136,402.86	$136,402.86			$136,402.86	100%	$0.00	$0.00	Yes	17.00%	$23,188.49	$1,159.42	83.00%	$113,214.37	$5,660.72	$0.00	$0.00
32.	TYPE P-5 INLETS	25	EA	$6,492.88	$162,322.00	$162,322.00			$162,322.00	100%	$0.00	$0.00	Yes	17.00%	$27,594.74	$1,379.74	83.00%	$134,727.26	$6,736.36	$0.00	$0.00
33.	TYPE P-6 WITH "J" BOTTOMS	8	EA	$14,844.13	$118,753.04	$118,753.04			$118,753.04	100%	$0.00	$0.00	Yes	17.00%	$20,188.02	$1,009.40	83.00%	$98,565.02	$4,928.25	$0.00	$0.00
34.	TYPE P-6 INLETS	4	EA	$7,220.65	$28,882.60	$28,882.60			$28,882.60	100%	$0.00	$0.00	Yes	17.00%	$4,910.04	$245.50	83.00%	$23,972.56	$1,198.63	$0.00	$0.00
35.	TYPE "J" BOTTOM WITH TYPE "A" MANHOLE	1	EA	$33,164.59	$33,164.59	$33,164.59			$33,164.59	100%	$0.00	$0.00	Yes	17.00%	$5,637.98	$281.90	83.00%	$27,526.61	$1,376.33	$0.00	$0.00
36.	BOX CULVERT 5'X10'	280	LF	$1,319.81	$369,546.80	$369,546.80			$369,546.80	100%	$0.00	$0.00	Yes	17.00%	$62,822.96	$3,141.15	83.00%	$306,723.84	$15,336.19	$0.00	$0.00
37.	TV LINES	1	LS	$31,524.38	$31,524.38	$31,524.38	$0.00		$31,524.38	100%	$0.00	$0.00	Yes	17.00%	$5,359.14	$267.96	83.00%	$26,165.24	$1,308.26	$0.00	$0.00
38.	8" C-900	487	LF	$50.94	$24,807.78	$24,807.78			$24,807.78	100%	$0.00	$0.00	Yes	17.00%	$4,217.32	$210.87	83.00%	$20,590.46	$1,029.52	$0.00	$0.00
39.	16" DIP	2,581	LF	$131.18	$338,575.58	$338,575.58			$338,575.58	100%	$0.00	$0.00	Yes	17.00%	$57,557.85	$2,877.89	83.00%	$281,017.73	$14,050.89	$0.00	$0.00
40.	12" C-900	2,752	LF	$87.96	$242,065.92	$242,065.92			$242,065.92	100%	$0.00	$0.00	Yes	17.00%	$41,151.21	$2,057.56	83.00%	$200,914.71	$10,045.74	$0.00	$0.00
41.	6" C-900	816	LF	$37.07	$30,249.12	$30,249.12			$30,249.12	100%	$0.00	$0.00	Yes	17.00%	$5,142.35	$257.12	83.00%	$25,106.77	$1,255.34	$0.00	$0.00
42.	12" GATE VALVE	13	EA	$4,796.85	$62,359.05	$62,359.05			$62,359.05	100%	$0.00	$0.00	Yes	17.00%	$10,601.04	$530.05	83.00%	$51,758.01	$2,587.90	$0.00	$0.00
43.	6" GATE VALVE	13	EA	$1,903.55	$24,746.15	$24,746.15			$24,746.15	100%	$0.00	$0.00	Yes	17.00%	$4,206.85	$210.34	83.00%	$20,539.30	$1,026.97	$0.00	$0.00
44.	16" GATE VALVE	18	EA	$8,950.47	$161,108.46	$161,108.46			$161,108.46	100%	$0.00	$0.00	Yes	17.00%	$27,388.44	$1,369.42	83.00%	$133,720.02	$6,686.00	$0.00	$0.00
45.	8" GATE VALVE	17	EA	$2,648.89	$45,031.13	$45,031.13			$45,031.13	100%	$0.00	$0.00	Yes	17.00%	$7,655.29	$382.76	83.00%	$37,375.84	$1,868.79	$0.00	$0.00
46.	RELOCATE FHA	1	EA	$3,474.50	$3,474.50	$3,474.50			$3,474.50	100%	$0.00	$0.00	Yes	17.00%	$590.67	$29.53	83.00%	$2,883.84	$144.19	$0.00	$0.00
47.	FIRE HYDRANT ASSEMBLY	18	EA	$6,239.51	$112,311.18	$112,311.18			$112,311.18	100%	$0.00	$0.00	Yes	17.00%	$19,092.90	$954.65	83.00%	$93,218.28	$4,660.91	$0.00	$0.00
48.	ARV	1	EA	$7,426.58	$7,426.58	$7,426.58			$7,426.58	100%	$0.00	$0.00	Yes	17.00%	$1,262.52	$63.13	83.00%	$6,164.06	$308.20	$0.00	$0.00
49.	16"X12" WET TAP	1	EA	$15,160.96	$15,160.96	$15,160.96			$15,160.96	100%	$0.00	$0.00	Yes	17.00%	$2,577.36	$128.87	83.00%	$12,583.60	$629.18	$0.00	$0.00
50.	16"X16" WET TAP	1	EA	$33,555.01	$33,555.01	$33,555.01			$33,555.01	100%	$0.00	$0.00	Yes	17.00%	$5,704.35	$285.22	83.00%	$27,850.66	$1,392.53	$0.00	$0.00
51.	14"DIRECTIONAL DRILL	80	LF	$173.41	$13,872.80	$13,872.80			$13,872.80	100%	$0.00	$0.00	Yes	17.00%	$2,358.38	$117.92	83.00%	$11,514.42	$575.72	$0.00	$0.00
52.	JUMPER	2	EA	$2,787.30	$5,574.60	$5,574.60			$5,574.60	100%	$0.00	$0.00	Yes	17.00%	$947.68	$47.38	83.00%	$4,626.92	$231.35	$0.00	$0.00
53.	RESTORATION/MOT FOR OFFSITE WORK	1	LS	$33,392.21	$33,392.21	$33,392.21	$0.00		$33,392.21	100%	$0.00	$0.00	Yes	17.00%	$5,676.68	$283.83	83.00%	$27,715.53	$1,385.78	$0.00	$0.00
54.	WATER FITTING	1	LS	$122,471.75	$122,471.75	$122,471.75			$122,471.75	100%	$0.00	$0.00	Yes	17.00%	$20,820.20	$1,041.01	83.00%	$101,651.55	$5,082.58	$0.00	$0.00
55.	TESTING	1	LS	$11,475.00	$11,475.00	$11,475.00			$11,475.00	100%	$0.00	$0.00	Yes	17.00%	$1,950.75	$97.54	83.00%	$9,524.25	$476.21	$0.00	$0.00
56.	8" REUSE	5,392	LF	$49.11	$264,801.12	$264,801.12			$264,801.12	100%	$0.00	$0.00	Yes	17.00%	$45,016.19	$2,250.81	83.00%	$219,784.93	$10,989.25	$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	$0.00	Yes	17.00%	$7,914.27	$395.71	83.00%	$38,640.24	$1,932.01	$0.00	$0.00
58.	4" REUSE C-900	590	LF	$30.67	$18,095.30	$18,095.30			$18,095.30	100%	$0.00	$0.00	Yes	17.00%	$3,076.20	$153.81	83.00%	$15,019.10	$750.95	$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	$0.00	Yes	17.00%	$5,463.96	$273.20	83.00%	$26,676.96	$1,333.85	$0.00	$0.00
60.	30"X8" WET TAP	2	EA	$12,237.97	$24,475.94	$24,475.94			$24,475.94	100%	$0.00	$0.00	Yes	17.00%	$4,160.91	$208.05	83.00%	$20,315.03	$1,015.75	$0.00	$0.00
61.	10" DIRECTIONAL DRILL	80	LF	$136.25	$10,900.00	$10,900.00			$10,900.00	100%	$0.00	$0.00	Yes	17.00%	$1,853.00	$92.65	83.00%	$9,047.00	$452.35	$0.00	$0.00
62.	REUSE JUMPER	2	EA	$2,737.14	$5,474.28	$5,474.28			$5,474.28	100%	$0.00	$0.00	Yes	17.00%	$930.63	$46.53	83.00%	$4,543.65	$227.18	$0.00	$0.00
63.	REUSE FITTINGS	1	LS	$41,221.83	$41,221.83	$41,221.83			$41,221.83	100%	$0.00	$0.00	Yes	17.00%	$7,007.71	$350.39	83.00%	$34,214.12	$1,710.71	$0.00	$0.00
64.	REUSE TESTING	1	LS	$9,750.38	$9,750.38	$9,750.38			$9,750.38	100%	$0.00	$0.00	Yes	17.00%	$1,657.56	$82.88	83.00%	$8,092.82	$404.64	$0.00	$0.00
65.	TYPE "D" CURB	1,487	LF	$21.25	$31,598.75	$31,598.75	$0.00		$31,598.75	100%	$0.00	$0.00	Yes	17.00%	$5,371.79	$268.59	83.00%	$26,226.96	$1,311.35	$0.00	$0.00
66.	TYPE "F" CURB	17,785	LF	$28.13	$500,292.05	$500,292.05	$0.00		$500,292.05	100%	$0.00	$0.00	Yes	17.00%	$85,049.65	$4,252.48	83.00%	$415,242.40	$20,762.12	$0.00	$0.00
67.	10' CONCRETE SIDEWALK	3,647	LF	$61.44	$224,071.68	$224,071.68	$0.00		$224,071.68	100%	$0.00	$0.00	Yes	17.00%	$38,092.19	$1,904.61	83.00%	$185,979.49	$9,298.97	$0.00	$0.00
68.	10' HCR	11	EA	$2,750.00	$30,250.00	$30,250.00	$0.00		$30,250.00	100%	$0.00	$0.00	Yes	17.00%	$5,142.50	$257.13	83.00%	$25,107.50	$1,255.38	$0.00	$0.00
69.	5' SIDEWALK	6,562	LF	$29.94	$196,466.28	$196,466.28	$0.00		$196,466.28	100%	$0.00	$0.00	Yes	17.00%	$33,399.27	$1,669.96	83.00%	$163,067.01	$8,153.35	$0.00	$0.00
70.	5' HCR	14	EA	$1,481.25	$20,737.50	$20,737.50	$0.00		$20,737.50	100%	$0.00	$0.00	Yes	17.00%	$3,525.38	$176.27	83.00%	$17,212.13	$860.61	$0.00	$0.00
71.	12" STABILIZATION	25,301	SY	$5.42	$137,131.42	$137,131.42	$0.00		$137,131.42	100%	$0.00	$0.00	Yes	17.00%	$23,312.34	$1,165.62	83.00%	$113,819.08	$5,690.95	$0.00	$0.00
72.	1" SP 12.5 1ST LIFT	21,349	SY	$13.81	$294,829.69	$294,829.69	$0.00		$294,829.69	100%	$0.00	$0.00	Yes	17.00%	$50,121.05	$2,506.05	83.00%	$244,708.64	$12,235.43	$0.00	$0.00

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

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

APPLICATION NO: 0
APPLICATION DATE: 6/2/2026
PERIOD TO: 6/2/2026
ARCHITECT'S PROJECT NO:

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total																
73.	1" SP 9.5 ASPHALT WITHIN 6 MONTHS OF CFC	21,349	SY	$17.63	$376,382.87	$376,382.87	$0.00		$376,382.87	100%	$0.00	$0.00	Yes	17.00%	$63,985.09	$3,199.25	83.00%	$312,397.78	$15,619.89	$0.00	$0.00
74.	1" SP 9.5 ASPHALT	21,349	SY	$13.71	$292,694.79	$292,694.79	$0.00		$292,694.79	100%	$0.00	$0.00	Yes	17.00%	$49,758.11	$2,487.91	83.00%	$242,936.68	$12,146.83	$0.00	$0.00
75.	10" LIME ROCK	21,349	SY	$24.71	$527,533.79	$527,533.79	$0.00		$527,533.79	100%	$0.00	$0.00	Yes	17.00%	$89,680.74	$4,484.04	83.00%	$437,853.05	$21,892.65	$0.00	$0.00
76.	STAMPED ASPHALT	1,680	SF	$13.75	$23,100.00	$23,100.00			$23,100.00	100%	$0.00	$0.00	Yes	17.00%	$3,927.00	$196.35	83.00%	$19,173.00	$958.65	$0.00	$0.00
78.	TEMP MARKING	1	LS	$18,402.50	$18,402.50	$18,402.50	$0.00		$18,402.50	100%	$0.00	$0.00	Yes	17.00%	$3,128.43	$156.42	83.00%	$15,274.08	$763.70	$0.00	$0.00
79.	PERMENATE MARKINGS	1	LS	$72,125.00	$72,125.00	$72,125.00	$0.00		$72,125.00	100%	$0.00	$0.00	Yes	17.00%	$12,261.25	$613.06	83.00%	$59,863.75	$2,993.19	$0.00	$0.00
80.	**DRY UTILITIES**																				
81.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$45,120.00	$45,120.00	$45,120.00			$45,120.00	100%	$0.00	$0.00	Yes	17.00%	$7,670.40	$383.52	33.30%	$15,023.00	$751.15	$22,426.60	$1,121.33
82.	PERFORMANCE BOND	1	LS	$60,768.00	$60,768.00	$60,768.00			$60,768.00	100%	$0.00	$0.00	Yes	17.00%	$10,330.56	$516.53	83.00%	$50,437.44	$2,521.87	$0.00	$0.00
83.	6" SCHEDULE 40 GREY	60,530	LF	$25.17	$1,523,540.10	$1,523,540.10			$1,523,540.10	100%	$0.00	$0.00	Yes	17.00%	$259,001.82	$12,950.09	5.12%	$77,937.00	$3,896.85	$1,186,601.28	$59,330.06
84.	CONCRETE DUCT BANK	5,490	LF	$14.97	$82,185.30	$82,185.30			$82,185.30	100%	$0.00	$0.00	Yes	17.00%	$13,971.50	$698.58	0.00%	$0.00	$0.00	$68,213.80	$3,410.69
83.	2" SCHEDULE 40 GREY	15,212	LF	$15.10	$229,701.20	$229,701.20			$229,701.20	100%	$0.00	$0.00	Yes	17.00%	$39,049.20	$1,952.46	23.38%	$53,701.00	$2,685.05	$136,951.00	$6,847.55
85.	2" FITTINGS	1	LS	$26,884.00	$26,884.00	$26,884.00			$26,884.00	100%	$0.00	$0.00	Yes	17.00%	$4,570.28	$228.51	20.07%	$5,395.00	$269.75	$16,918.72	$845.94
86.	4" SCHEDULE 40 GREY	51,000	LF	$20.31	$1,035,810.00	$1,035,810.00			$1,035,810.00	100%	$0.00	$0.00	Yes	17.00%	$176,087.70	$8,804.39	2.08%	$21,580.00	$1,079.00	$838,142.30	$41,907.12
87.	4"& 6" FITTINGS	1	LS	$64,118.00	$64,118.00	$64,118.00			$64,118.00	100%	$0.00	$0.00	Yes	17.00%	$10,900.06	$545.00	26.67%	$17,098.00	$854.90	$36,119.94	$1,806.00
88.	30' TALL LED SINGLE HEAD LIGHT	22	EA	$12,274.00	$270,028.00	$270,028.00			$270,028.00	100%	$0.00	$0.00	Yes	17.00%	$45,904.76	$2,295.24	0.00%	$0.00	$0.00	$224,123.24	$11,206.16
89.	30' TALL POLE WITH TWIN HEADS	24	EA	$14,363.00	$344,712.00	$344,712.00			$344,712.00	100%	$0.00	$0.00	Yes	17.00%	$58,601.04	$2,930.05	0.00%	$0.00	$0.00	$286,110.96	$14,305.55
90.	ADD BLACKE DYETO CONCRETE POLES	46	EA	$909.00	$41,814.00	$41,814.00			$41,814.00	100%	$0.00	$0.00	Yes	17.00%	$7,108.38	$355.42	0.00%	$0.00	$0.00	$34,705.62	$1,735.28
91.	SPLICE BOXES	52	EA	$5,770.00	$300,040.00	$300,040.00			$300,040.00	100%	$0.00	$0.00	Yes	17.00%	$51,006.80	$2,550.34	0.00%	$0.00	$0.00	$249,033.20	$12,451.66
92.	LAYOUT/AS-BUILTS	1	LS	$17,410.00	$17,410.00	$17,410.00			$17,410.00	100%	$0.00	$0.00	Yes	17.00%	$2,959.70	$147.99	23.84%	$4,150.00	$207.50	$10,300.30	$515.02
93.	HANDHOLES	15	EA	$3,145.00	$47,175.00	$47,175.00			$47,175.00	100%	$0.00	$0.00	Yes	17.00%	$8,019.75	$400.99	0.00%	$0.00	$0.00	$39,155.25	$1,957.76
94.	MAHOLES	4	EA	$7,793.00	$31,172.00	$31,172.00			$31,172.00	100%	$0.00	$0.00	Yes	17.00%	$5,299.24	$264.96	0.00%	$0.00	$0.00	$25,872.76	$1,293.64
95.	**LANDSCAPE/IRRIGATION**																				
96.	MOBILIZATION/GENERAL CONDITIONS	1	LS	$29,560.00	$29,560.00	$29,560.00			$29,560.00	100%	$0.00	$0.00	Yes	17.00%	$5,025.20	$251.26	83.00%	$24,534.80	$1,226.74	$0.00	$0.00
97.	PERFORMANCE BOND	1	LS	$22,693.00	$22,693.00	$22,693.00			$22,693.00	100%	$0.00	$0.00	Yes	17.00%	$3,857.81	$192.89	83.00%	$18,835.19	$941.76	$0.00	$0.00
98.	SURVEY/LAYOUT	1	LS	$6,880.00	$6,880.00	$6,880.00	$0.00		$6,880.00	100%	$0.00	$0.00	Yes	17.00%	$1,169.60	$58.48	83.00%	$5,710.40	$285.52	$0.00	$0.00
99.	LANDSCAPE	1	LS	$421,116.00	$421,116.00	$421,116.00	$0.00		$421,116.00	100%	$0.00	$0.00	Yes	17.00%	$71,589.72	$3,579.49	83.00%	$349,526.28	$17,476.31	$0.00	$0.00
100.	IRRIGATION	1	LS	$393,612.00	$393,612.00	$393,612.00	$0.00		$393,612.00	100%	$0.00	$0.00	Yes	17.00%	$66,914.04	$3,345.70	83.00%	$326,697.96	$16,334.90	$0.00	$0.00
101.	MAINTENANCE	1	LS	$73,440.00	$73,440.00	$73,440.00	$0.00		$73,440.00	100%	$0.00	$0.00	Yes	17.00%	$12,484.80	$624.24	83.00%	$60,955.20	$3,047.76	$0.00	$0.00
102.	SOD/GROUND COVERING	1	LS	$141,212.00	$141,212.00	$141,212.00	$0.00		$141,212.00	100%	$0.00	$0.00	Yes	17.00%	$24,006.04	$1,200.30	83.00%	$117,205.96	$5,860.30	$0.00	$0.00
104.	**Change Order #1 Fire Access Rd**																				
105.	Install Fire Access Rd. 8" Lime Rock with Prime	9111	SY	$14.20	$129,376.20	$129,376.20			$129,376.20	100%	$0.00	$0.00	No	0.00%	$0.00	$0.00	100.00%	$129,376.20	$6,468.81	$0.00	$0.00
106.	Install Two Extra Fire Hydrant Assembly	2	EA	$6,400.00	$12,800.00	$12,800.00			$12,800.00	100%	$0.00	$0.00	No	0.00%	$0.00	$0.00	100.00%	$12,800.00	$640.00	$0.00	$0.00
107.	Install Extra PVC with Fittings	1	LS	$3,200.00	$3,200.00	$3,200.00			$3,200.00	100%	$0.00	$0.00	No	0.00%	$0.00	$0.00	100.00%	$3,200.00	$160.00	$0.00	$0.00
108.	Extra Labor/Crew and Equipment to Facilitate Install	1	LS	$69,800.00	$69,800.00	$69,800.00			$69,800.00	100%	$0.00	$0.00	No	0.00%	$0.00	$0.00	100.00%	$69,800.00	$3,490.00	$0.00	$0.00
	Unbilled Amount From CO1	1	EA	$270.00	$270.00	$270.00	$0.00		$270.00	100%	$0.00	$0.00	No	0.00%	$0.00	$0.00	100.00%	$270.00	$13.50	$0.00	$0.00
	Change Order #2																				
109.	**Storm** - D-24 Remove 54" HDPE	-16	LF	$360.14	($5,762.24)	($5,762.24)			($5,762.24)	100%	$0.00	$0.00	Yes	17.00%	($979.58)	($48.98)	83.00%	($4,782.66)	($239.13)	$0.00	$0.00
110.	D-24 Add 36" HDPE	16	LF	$114.98	$1,839.68	$1,839.68			$1,839.68	100%	$0.00	$0.00	Yes	17.00%	$312.75	$15.64	83.00%	$1,526.93	$76.35	$0.00	$0.00
111.	**Reuse** - Delete 8"x4" Tee	-1	EA	$281.00	($281.00)	($281.00)			($281.00)	100%	$0.00	$0.00	Yes	17.00%	($47.77)	($2.39)	83.00%	($233.23)	($11.66)	$0.00	$0.00
112.	Delete 8" Gate Valve	-1	EA	$2,648.89	($2,648.89)	($2,648.89)			($2,648.89)	100%	$0.00	$0.00	Yes	17.00%	($450.31)	($22.52)	83.00%	($2,198.58)	($109.93)	$0.00	$0.00
113.	Add 4" PVC Reuse Pipe	70	LF	$30.67	$2,146.90	$2,146.90			$2,146.90	100%	$0.00	$0.00	Yes	17.00%	$364.97	$18.25	83.00%	$1,781.93	$89.10	$0.00	$0.00
114.	Add Storm Structure D-72	1	LS	$41,180.00	$41,180.00	$41,180.00			$41,180.00	100%	$0.00	$0.00	Yes	17.00%	$7,000.60	$350.03	83.00%	$34,179.40	$1,708.97	$0.00	$0.00
115.	**Curb** Minus - "F" Curb	-171	LF	$28.13	($4,810.23)	($4,810.23)			($4,810.23)	100%	$0.00	$0.00	Yes	17.00%	($817.74)	($40.89)	83.00%	($3,992.49)	($199.62)	$0.00	$0.00
116.	Add- Type "D" Curb	184	LF	$26.58	$4,890.72	$4,890.72			$4,890.72	100%	$0.00	$0.00	Yes	17.00%	$831.42	$41.57	83.00%	$4,059.30	$202.96	$0.00	$0.00
117.	Add 54"/60" HP	54	LF	$360.14	$19,447.56	$19,447.56			$19,447.56	100%	$0.00	$0.00	Yes	17.00%	$3,306.09	$165.30	83.00%	$16,141.47	$807.07	$0.00	$0.00
118.	Add 54"/60 Cap	1	LS	$1,170.00	$1,170.00	$1,170.00			$1,170.00	100%	$0.00	$0.00	Yes	17.00%	$198.90	$9.95	83.00%	$971.10	$48.56	$0.00	$0.00
119.	D-21 - Delete 18" HP	-38	LF	$50.28	($1,910.64)	($1,910.64)			($1,910.64)	100%	$0.00	$0.00	Yes	17.00%	($324.81)	($16.24)	83.00%	($1,585.83)	($79.29)	$0.00	$0.00
120.	D-21 - Add 48" HP	125	LF	$320.16	$40,020.00	$40,020.00			$40,020.00	100%	$0.00	$0.00	Yes	17.00%	$6,803.40	$340.17	83.00%	$33,216.60	$1,660.83	$0.00	$0.00
121.	D-21 - Add 48" Cap	1	EA	$770.00	$770.00	$770.00			$770.00	100%	$0.00	$0.00	Yes	17.00%	$130.90	$6.55	83.00%	$639.10	$31.96	$0.00	$0.00
123.	D-21 - Add Core	1	EA	$1,440.00	$1,440.00	$1,440.00			$1,440.00	100%	$0.00	$0.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
124.	D-22 - 36" HP	16	LF	$114.98	$1,839.68	$1,839.68			$1,839.68	100%	$0.00	$0.00	Yes	17.00%	$312.75	$15.64	83.00%	$1,526.93	$76.35	$0.00	$0.00
125.	Add - 36" Cap	1	EA	$620.00	$620.00	$620.00			$620.00	100%	$0.00	$0.00	Yes	17.00%	$105.40	$5.27	83.00%	$514.60	$25.73	$0.00	$0.00
126.	Add - 36" Core	1	EA	$580.00	$580.00	$580.00			$580.00	100%	$0.00	$0.00	Yes	17.00%	$98.60	$4.93	83.00%	$481.40	$24.07	$0.00	$0.00
127.	**Force Main** Add - 6" PVC FM Pipe	185	LF	$50.13	$9,274.05	$9,274.05			$9,274.05	100%	$0.00	$0.00	Yes	17.00%	$1,576.59	$78.83	83.00%	$7,697.46	$384.87	$0.00	$0.00
128.	Add - 10"x6" Tee	2	EA	$998.00	$1,996.00	$1,996.00			$1,996.00	100%	$0.00	$0.00	Yes	17.00%	$339.32	$16.97	83.00%	$1,656.68	$82.83	$0.00	$0.00
129.	Add-10" Plug Valve	2	EA	$5,619.75	$11,239.50	$11,239.50			$11,239.50	100%	$0.00	$0.00	Yes	17.00%	$1,910.72	$95.54	83.00%	$9,328.79	$466.44	$0.00	$0.00
130.	Add-6" Plug Valve	2	EA	$3,905.17	$7,810.34	$7,810.34			$7,810.34	100%	$0.00	$0.00	Yes	17.00%	$1,327.76	$66.39	83.00%	$6,482.58	$324.13	$0.00	$0.00
131.	Add-6" Cap	2	EA	$197.00	$394.00	$394.00			$394.00	100%	$0.00	$0.00	Yes	17.00%	$66.98	$3.35	83.00%	$327.02	$16.35	$0.00	$0.00
132.	**Reuse Main** Add - 6" PVC FM Pipe	90	LF	$50.13	$4,511.70	$4,511.70			$4,511.70	100%	$0.00	$0.00	Yes	17.00%	$766.99	$38.35	83.00%	$3,744.71	$187.24	$0.00	$0.00
133.	4" Gate Valve	1	EA	$990.00	$990.00	$990.00			$990.00	100%	$0.00	$0.00	Yes	17.00%	$168.30	$8.42	83.00%	$821.70	$41.09	$0.00	$0.00
134.	4" Stub Out	1	EA	$705.00	$705.00	$705.00			$705.00	100%	$0.00	$0.00	Yes	17.00%	$119.85	$5.99	83.00%	$585.15	$29.26	$0.00	$0.00
135.	**Water** -Delete 16"x6" Tee	-1	EA	$810.00	($810.00)	($810.00)			($810.00)	100%	$0.00	$0.00	Yes	17.00%	($137.70)	($6.89)	83.00%	($672.30)	($33.62)	$0.00	$0.00
136.	Delete 16"x8" Tee	-1	EA	$1,020.00	($1,020.00)	($1,020.00)			($1,020.00)	100%	$0.00	$0.00	Yes	17.00%	($173.40)	($8.67)	83.00%	($846.60)	($42.33)	$0.00	$0.00

AIA DOCUMENT G703

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

APPLICATION NO: 0
APPLICATION DATE: 6/2/2026
PERIOD TO: 6/2/2026
ARCHITECT'S PROJECT NO:

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

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total																
137.	Delete 6" Gate	-1	EA	$1,903.55	($1,903.55)	($1,903.55)			($1,903.55)	100%	$0.00	$0.00	Yes	17.00%	($323.60)	($16.18)	83.00%	($1,579.95)	($79.00)	$0.00	$0.00
138.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($8,950.47)			($8,950.47)	100%	$0.00	$0.00	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)	$0.00	$0.00
139.	Delete 8" PVC Pipe	-60	LF	$50.94	($3,056.40)	($3,056.40)			($3,056.40)	100%	$0.00	$0.00	Yes	17.00%	($519.59)	($25.98)	83.00%	($2,536.81)	($126.84)	$0.00	$0.00
140.	Delete 6" PVC Pipe	-60	LF	$37.07	($2,224.20)	($2,224.20)			($2,224.20)	100%	$0.00	$0.00	Yes	17.00%	($378.11)	($18.91)	83.00%	($1,846.09)	($92.30)	$0.00	$0.00
141.	Delete 6" Cap	-1	EA	$202.00	($202.00)	($202.00)			($202.00)	100%	$0.00	$0.00	Yes	17.00%	($34.34)	($1.72)	83.00%	($167.66)	($8.38)	$0.00	$0.00
142.	Delete 8" Cap	-1	EA	$274.00	($274.00)	($274.00)			($274.00)	100%	$0.00	$0.00	Yes	17.00%	($46.58)	($2.33)	83.00%	($227.42)	($11.37)	$0.00	$0.00
143.	16"x10" Cross	1	EA	$1,440.00	$1,440.00	$1,440.00			$1,440.00	100%	$0.00	$0.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
144.	10" Gate Valves	2	EA	$4,202.00	$8,404.00	$8,404.00			$8,404.00	100%	$0.00	$0.00	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77	$0.00	$0.00
145.	10" PVC C-900	125	LF	$74.90	$9,362.50	$9,362.50			$9,362.50	100%	$0.00	$0.00	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54	$0.00	$0.00
146.	10" Stub Outs	2	EA	$240.00	$480.00	$480.00			$480.00	100%	$0.00	$0.00	Yes	17.00%	$81.60	$4.08	83.00%	$398.40	$19.92	$0.00	$0.00
147.	**Stamped Asphalt** - Delete	-1680	LF	$13.75	($23,100.00)	($23,100.00)			($23,100.00)	100%	$0.00	$0.00	Yes	17.00%	($3,927.00)	($196.35)	83.00%	($19,173.00)	($958.65)	$0.00	$0.00
148.	**Curb** Minus - "F" Curb	-244	LF	$28.13	($6,863.72)	($6,863.72)			($6,863.72)	100%	$0.00	$0.00	Yes	17.00%	($1,166.83)	($58.34)	83.00%	($5,696.89)	($284.84)	$0.00	$0.00
149.	Add- Type "D" Curb	244	LF	$26.58	$6,485.52	$6,485.52			$6,485.52	100%	$0.00	$0.00	Yes	17.00%	$1,102.54	$55.13	83.00%	$5,382.98	$269.15	$0.00	$0.00
150.	**Storm** - D-90 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$11,280.00			$11,280.00	100%	$0.00	$0.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12	$0.00	$0.00
151.	D-91 Storm Manhole Added	1	EA	$11,280.00	$11,280.00	$11,280.00			$11,280.00	100%	$0.00	$0.00	Yes	17.00%	$1,917.60	$95.88	83.00%	$9,362.40	$468.12	$0.00	$0.00
152.	Add - 48" Core D-60	1	EA	$1,440.00	$1,440.00	$1,440.00			$1,440.00	100%	$0.00	$0.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
153.	Add - 48" Core D-90	1	EA	$1,440.00	$1,440.00	$1,440.00			$1,440.00	100%	$0.00	$0.00	Yes	17.00%	$244.80	$12.24	83.00%	$1,195.20	$59.76	$0.00	$0.00
154.	Add 48" HP Pipe	132	LF	$320.16	$42,261.12	$42,261.12			$42,261.12	100%	$0.00	$0.00	Yes	17.00%	$7,184.39	$359.22	83.00%	$35,076.73	$1,753.84	$0.00	$0.00
155.	**Water** - 10" Gate Valves	2	EA	$4,202.00	$8,404.00	$8,404.00			$8,404.00	100%	$0.00	$0.00	Yes	17.00%	$1,428.68	$71.43	83.00%	$6,975.32	$348.77	$0.00	$0.00
156.	10" PVC C-900	125	LF	$74.90	$9,362.50	$9,362.50			$9,362.50	100%	$0.00	$0.00	Yes	17.00%	$1,591.63	$79.58	83.00%	$7,770.88	$388.54	$0.00	$0.00
157.	Delete 16" Gate Valve	-1	EA	$8,950.47	($8,950.47)	($8,950.47)			($8,950.47)	100%	$0.00	$0.00	Yes	17.00%	($1,521.58)	($76.08)	83.00%	($7,428.89)	($371.44)	$0.00	$0.00
158.	Delete 6" PVC C-900	-60	LF	$37.07	($2,224.20)	($2,224.20)			($2,224.20)	100%	$0.00	$0.00	Yes	17.00%	($378.11)	($18.91)	83.00%	($1,846.09)	($92.30)	$0.00	$0.00
159.	Delete 8" PVC C-900	-60	LF	$50.94	($3,056.40)	($3,056.40)			($3,056.40)	100%	$0.00	$0.00	Yes	17.00%	($519.59)	($25.98)	83.00%	($2,536.81)	($126.84)	$0.00	$0.00
160.	**Reuse** - Add - 4" PVC Pipe	50	LF	$30.67	$1,533.50	$1,533.50			$1,533.50	100%	$0.00	$0.00	Yes	17.00%	$260.70	$13.03	83.00%	$1,272.81	$63.64	$0.00	$0.00
161.	**Force Main** - Add - 6" PVC Pipe STA 12+70	50	LF	$50.13	$2,506.50	$2,506.50			$2,506.50	100%	$0.00	$0.00	Yes	17.00%	$426.11	$21.31	83.00%	$2,080.40	$104.02	$0.00	$0.00
162.	**Curb** Minus - "F" Curb	-228	LF	$28.13	($6,413.64)	($6,413.64)			($6,413.64)	100%	$0.00	$0.00	Yes	17.00%	($1,090.32)	($54.52)	83.00%	($5,323.32)	($266.17)	$0.00	$0.00
163.	Add- Type "D" Curb	228	LF	$26.58	$6,060.24	$6,060.24			$6,060.24	100%	$0.00	$0.00	Yes	17.00%	$1,030.24	$51.51	83.00%	$5,030.00	$251.50	$0.00	$0.00
164.	**Storm** - Delete 60" HP - 16+70	-21	LF	$480.83	($10,097.43)	($10,097.43)			($10,097.43)	100%	$0.00	$0.00	Yes	17.00%	($1,716.56)	($85.83)	83.00%	($8,380.87)	($419.04)	$0.00	$0.00
165.	Add - Adjust D-47	1	LS	$590.00	$590.00	$590.00			$590.00	100%	$0.00	$0.00	Yes	17.00%	$100.30	$5.02	83.00%	$489.70	$24.49	$0.00	$0.00
166.	Add - Adjust D-07	1	LS	$630.00	$630.00	$630.00			$630.00	100%	$0.00	$0.00	Yes	17.00%	$107.10	$5.36	83.00%	$522.90	$26.15	$0.00	$0.00
167.	**Water** - Add - 8" C-900	55	LF	$50.94	$2,801.70	$2,801.70			$2,801.70	100%	$0.00	$0.00	Yes	17.00%	$476.29	$23.81	83.00%	$2,325.41	$116.27	$0.00	$0.00
168.	**Reuse** - Add - 4" PVC Pipe	55	LF	$30.67	$1,686.85	$1,686.85			$1,686.85	100%	$0.00	$0.00	Yes	17.00%	$286.76	$14.34	83.00%	$1,400.09	$70.00	$0.00	$0.00
170.	**Force Main** - Add - 6" PVC Pipe STA 16+69	55	LF	$50.13	$2,757.15	$2,757.15			$2,757.15	100%	$0.00	$0.00	Yes	17.00%	$468.72	$23.44	83.00%	$2,288.43	$114.42	$0.00	$0.00
171.	Survey/3-D Files	1	LS	$12,994.00	$12,994.00	$12,994.00			$12,994.00	100%	$0.00	$0.00	Yes	17.00%	$2,208.98	$110.45	83.00%	$10,785.02	$539.25	$0.00	$0.00
172.	As/Builts	1	LS	$7,644.00	$7,644.00	$7,644.00			$7,644.00	100%	$0.00	$0.00	Yes	17.00%	$1,299.48	$64.97	83.00%	$6,344.52	$317.23	$0.00	$0.00
173.	Additional Well Abandonment	3	EA	$9,700.00	$29,100.00	$29,100.00			$29,100.00	100%	$0.00	$0.00	Yes	17.00%	$4,947.00	$247.35	83.00%	$24,153.00	$1,207.65	$0.00	$0.00
174.	**Curb** Minus - "F" Curb	-131	LF	$28.13	($3,685.03)	($3,685.03)	$0.00		($3,685.03)	100%	$0.00	$0.00	Yes	17.00%	($626.46)	($31.32)	83.00%	($3,058.57)	($152.93)	$0.00	$0.00
175.	Add- Type "D" Curb	131	LF	$26.58	$3,481.98	$3,481.98	$0.00		$3,481.98	100%	$0.00	$0.00	Yes	17.00%	$591.94	$29.60	83.00%	$2,890.04	$144.50	$0.00	$0.00
176.	**Water** - Add - 10" PVC C-900	42	LF	$74.90	$3,145.80	$3,145.80			$3,145.80	100%	$0.00	$0.00	Yes	17.00%	$534.79	$26.74	83.00%	$2,611.01	$130.55	$0.00	$0.00
177.	**Grading** - Super Elevate Roadway	1	LS	$11,890.00	$11,890.00	$11,890.00			$11,890.00	100%	$0.00	$0.00	Yes	17.00%	$2,021.30	$101.07	83.00%	$9,868.70	$493.44	$0.00	$0.00
178.	Add Sod	1160	SY	$3.69	$4,280.40	$4,280.40			$4,280.40	100%	$0.00	$0.00	Yes	17.00%	$727.67	$36.38	83.00%	$3,552.73	$177.64	$0.00	$0.00
179.	Add - Type P-8 Inlet Tops	3	EA	$3,345.00	$10,035.00	$10,035.00			$10,035.00	100%	$0.00	$0.00	Yes	17.00%	$1,705.95	$85.30	83.00%	$8,329.05	$416.45	$0.00	$0.00
180.	Add Type "D" Curb	400	LF	$26.58	$10,632.00	$10,632.00			$10,632.00	100%	$0.00	$0.00	Yes	17.00%	$1,807.44	$90.37	83.00%	$8,824.56	$441.23	$0.00	$0.00
181.	Survey/3D File	1	LS	$6,715.00	$6,715.00	$6,715.00			$6,715.00	100%	$0.00	$0.00	Yes	17.00%	$1,141.55	$57.08	83.00%	$5,573.45	$278.67	$0.00	$0.00
182.	As-Builts	1	LS	$4,110.00	$4,110.00	$4,110.00	$0.00		$4,110.00	100%	$0.00	$0.00	Yes	17.00%	$698.70	$34.94	83.00%	$3,411.30	$170.57	$0.00	$0.00
183.	Added Markings and Signs	1	LS	$5,360.00	$5,360.00	$5,360.00	$0.00		$5,360.00	100%	$0.00	$0.00	Yes	17.00%	$911.20	$45.56	83.00%	$4,448.80	$222.44	$0.00	$0.00
	Change Order #3																				
184.	2" Irrigation - Sleeving	1900	LF	$13.40	$25,460.00	$25,460.00			$25,460.00	100%	$0.00	$0.00	Yes	17.00%	$4,328.20	$216.41	83.00%	$21,131.80	$1,056.59	$0.00	$0.00
185.	Layout for Sleeving	1	LS	$1,600.00	$1,600.00	$1,600.00			$1,600.00	100%	$0.00	$0.00	Yes	17.00%	$272.00	$13.60	83.00%	$1,328.00	$66.40	$0.00	$0.00
186.	As-Built and Locate Sleeving	1	LS	$3,300.00	$3,300.00	$3,300.00			$3,300.00	100%	$0.00	$0.00	Yes	17.00%	$561.00	$28.05	83.00%	$2,739.00	$136.95	$0.00	$0.00
	Change Order #4																				
187.	Patch Force Main Tap On Golden Gem Road	1	LS	$1,490.00	$1,490.00	$1,490.00			$1,490.00	100%	$0.00	$0.00	Yes	17.00%	$253.30	$12.67	83.00%	$1,236.70	$61.84	$0.00	$0.00
188.	1.25" Mill of Golden Gem 100'	1	LS	$4,620.00	$4,620.00	$4,620.00			$4,620.00	100%	$0.00	$0.00	Yes	17.00%	$785.40	$39.27	83.00%	$3,834.60	$191.73	$0.00	$0.00
189.	Overlay 1.25" SP 9.5 Asphalt	1	LS	$13,205.00	$13,205.00	$13,205.00			$13,205.00	100%	$0.00	$0.00	Yes	17.00%	$2,244.85	$112.24	83.00%	$10,960.15	$548.01	$0.00	$0.00
190.	MOT / Markings	1	LS	$4,700.00	$4,700.00	$4,700.00	$0.00		$4,700.00	100%	$0.00	$0.00	Yes	17.00%	$799.00	$39.95	83.00%	$3,901.00	$195.05	$0.00	$0.00
191.	Layout / As-Built	1	LS	$1,600.00	$1,600.00	$1,600.00	$0.00		$1,600.00	100%	$0.00	$0.00	Yes	17.00%	$272.00	$13.60	83.00%	$1,328.00	$66.40	$0.00	$0.00
	Change Order #5																				
192.	Cut/Remove Pavement - Force Main Tap Kelly Park Rd	1	LS	$2,780.00	$2,780.00	$2,780.00			$2,780.00	100%	$0.00	$0.00	Yes	17.00%	$472.60	$23.63	83.00%	$2,307.40	$115.37	$0.00	$0.00
193.	Additional 10" Reuse Main	28	LF	$74.90	$2,097.20	$2,097.20			$2,097.20	100%	$0.00	$0.00	Yes	17.00%	$356.52	$17.83	83.00%	$1,740.68	$87.03	$0.00	$0.00
194.	Fittings	1	LS	$1,820.00	$1,820.00	$1,820.00			$1,820.00	100%	$0.00	$0.00	Yes	17.00%	$309.40	$15.47	83.00%	$1,510.60	$75.53	$0.00	$0.00
195.	MOT	1	LS	$6,400.00	$6,400.00	$6,400.00	$0.00		$6,400.00	100%	$0.00	$0.00	Yes	17.00%	$1,088.00	$54.40	83.00%	$5,312.00	$265.60	$0.00	$0.00
196.	Layout/As-Built	1	LS	$2,465.00	$2,465.00	$2,465.00	$0.00		$2,465.00	100%	$0.00	$0.00	Yes	17.00%	$419.05	$20.95	83.00%	$2,045.95	$102.30	$0.00	$0.00
197.	Relocate FHA	-1	LS	$3,474.50	($3,474.50)	($3,474.50)	$0.00		($3,474.50)	100%	$0.00	$0.00	Yes	17.00%	($590.67)	($29.53)	83.00%	($2,883.84)	($144.19)	$0.00	$0.00
198.	Patch Roadway	1	LS	$6,100.00	$6,100.00	$6,100.00			$6,100.00	100%	$0.00	$0.00	Yes	17.00%	$1,037.00	$51.85	83.00%	$5,063.00	$253.15	$0.00	$0.00
199.	Pavement Marking	1	LS	$1,120.00	$1,120.00	$1,120.00	$0.00		$1,120.00	100%	$0.00	$0.00	Yes	17.00%	$190.40	$9.52	83.00%	$929.60	$46.48	$0.00	$0.00
200.	Additional Coverage Builders Risk Thru 12.8.25	1	LS	$17,441.00	$17,441.00	$17,441.00			$17,441.00	100%	$0.00	$0.00	Yes	17.00%	$2,964.97	$148.25	83.00%	$14,476.03	$723.80	$0.00	$0.00
201.	Mill 1" Kelly Park Rd - Per City Of Apopka	206	SY	$41.00	$8,446.00	$8,446.00	$0.00		$8,446.00	100%	$0.00	$0.00	Yes	17.00%	$1,435.82	$71.79	83.00%	$7,010.18	$350.51	$0.00	$0.00
202.	Install 1" SP 12.5 Asphalt	206	SY	$36.00	$7,416.00	$7,416.00	$0.00		$7,416.00	100%	$0.00	$0.00	Yes	17.00%	$1,260.72	$63.04	83.00%	$6,155.28	$307.76	$0.00	$0.00
203.	Restripe Roadway	1	LS	$3,390.00	$3,390.00	$3,390.00	$0.00		$3,390.00	100%	$0.00	$0.00	Yes	17.00%	$576.30	$28.82	83.00%	$2,813.70	$140.69	$0.00	$0.00
204.	MOT	1	LS	$5,110.00	$5,110.00	$5,110.00	$0.00		$5,110.00	100%	$0.00	$0.00	Yes	17.00%	$868.70	$43.44	83.00%	$4,241.30	$212.07	$0.00	$0.00
205.	Layout/As-Built	1	LS	$2,920.00	$2,920.00	$2,920.00	$0.00		$2,920.00	100%	$0.00	$0.00	Yes	17.00%	$496.40	$24.82	83.00%	$2,423.60	$121.18	$0.00	$0.00
206.	Install 2-6" Lifts of Rip-Rap + Filter Fabric - End Of Sadler Rd.	94	TONS	$98.41	$9,250.54	$9,250.54			$9,250.54	100%	$0.00	$0.00	Yes	17.00%	$1,572.59	$78.63	83.00%	$7,677.95	$383.90	$0.00	$0.00
207.	Sod Entire Basin At End Of Effie Rd.	1	LS	$2,600.00	$2,600.00	$2,600.00	$0.00		$2,600.00	100%	$0.00	$0.00	Yes	17.00%	$442.00	$22.10	83.00%	$2,158.00	$107.90	$0.00	$0.00

AIA DOCUMENT G703

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

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

APPLICATION NO: 0
APPLICATION DATE: 6/2/2026
PERIOD TO: 6/2/2026
ARCHITECT'S PROJECT NO:

A	B	C				D	E	F	G		H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	Considered "Shared Improvement"	Percent Eligible For Payment By Cadence	Total Completed And Stored To Date Eligible For Payment By Cadence	Total Cadence Retainage @ 5%	Percent Eligible For Payment By CDD	Total Completed And Stored To Date Eligible For Payment By CDD	Total CDD Retainage @ 5%	Total Completed And Stored To Date To Be Paid By KPVBD	Total KPVBD Retainage @ 5%
		Quantity	Unit	Price	Total																
	Change Order #6																				
208.	Install 8"x2" Tap and Saddle	2	EA	$945.00	$1,890.00	$1,890.00			$1,890.00	100%	$0.00	$0.00	Yes	17.00%	$321.30	$16.07	83.00%	$1,568.70	$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			$1,440.00	100%	$0.00	$0.00	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	1380	LF	$24.00	$33,120.00	$33,120.00	$0.00		$33,120.00	100%	$0.00	$0.00	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 Effie Sadler	1	LS	$22,350.00	$22,350.00	$22,350.00	$0.00		$22,350.00	100%	$0.00	$0.00	Yes	17.00%	$3,799.50	$189.98	83.00%	$18,550.50	$927.53	$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)			($1,192,630.11)	100%	$0.00	$0.00	Yes	17.00%	($202,747.12)	($10,137.36)	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)			($82,185.30)	100%	$0.00	$0.00	Yes	17.00%	($13,971.50)	($698.58)	0.00%	$0.00	$0.00	($68,213.80)	($3,410.69)
215.	4" SCHEDULE 40 GREY - Lighting	-38438	LF	$20.31	($780,675.78)	($780,675.78)			($780,675.78)	100%	$0.00	$0.00	Yes	17.00%	($132,714.88)	($6,635.74)	0.00%	$0.00	$0.00	($647,960.90)	($32,398.04)
216.	4"& 6" FITTINGS	-0.41	LS	$64,118.00	($26,118.00)	($26,118.00)			($26,118.00)	100%	$0.00	$0.00	Yes	17.00%	($4,440.06)	($222.00)	0.00%	$0.00	$0.00	($21,677.94)	($1,083.90)
217.	30' TALL LED SINGLE HEAD LIGHT	-22	EA	$12,274.00	($270,028.00)	($270,028.00)			($270,028.00)	100%	$0.00	$0.00	Yes	17.00%	($45,904.76)	($2,295.24)	0.00%	$0.00	$0.00	($224,123.24)	($11,206.16)
218.	30' TALL POLE WITH TWIN HEADS	-24	EA	$14,363.00	($344,712.00)	($344,712.00)			($344,712.00)	100%	$0.00	$0.00	Yes	17.00%	($58,601.04)	($2,930.05)	0.00%	$0.00	$0.00	($286,110.96)	($14,305.55)
219.	ADD BLACKE DYETO CONCRETE POLES	-46	EA	$909.00	($41,814.00)	($41,814.00)			($41,814.00)	100%	$0.00	$0.00	Yes	17.00%	($7,108.38)	($355.42)	0.00%	$0.00	$0.00	($34,705.62)	($1,735.28)
220.	SPLICE BOXES	-52	EA	$5,770.00	($300,040.00)	($300,040.00)			($300,040.00)	100%	$0.00	$0.00	Yes	17.00%	($51,006.80)	($2,550.34)	0.00%	$0.00	$0.00	($249,033.20)	($12,451.66)
	Change Order #8																				
221.	Seed/Mulch Storm Effected Area	3212	SY	$0.70	$2,248.40	$2,248.40	$0.00		$2,248.40	100%	$0.00	$0.00	Yes	17.00%	$382.23	$19.11	83.00%	$1,866.17	$93.31	$0.00	$0.00
222.	Sod Area at Yonder and SWM 2 Storm Effected Area	2139	SY	$4.65	$9,946.35	$9,946.35	$0.00		$9,946.35	100%	$0.00	$0.00	Yes	17.00%	$1,690.88	$84.54	83.00%	$8,255.47	$412.77	$0.00	$0.00
	Change Order #9																				
223.	Removal/Replace Foliage due to hard freeze & walk with Kimley-Horne	1	LS	$20,312.22	$20,312.22	$20,312.22	$0.00		$20,312.22	100%	$0.00	$0.00	Yes	17.00%	$3,453.08	$172.65	83.00%	$16,859.14	$842.96	$0.00	$0.00
224.	Non Traffice Bearing Reuse Air Release Valve	1	EA	$9,854.00	$9,854.00	$9,854.00	$0.00		$9,854.00	100%	$0.00	$0.00	Yes	17.00%	$1,675.18	$83.76	83.00%	$8,178.82	$408.94	$0.00	$0.00
225.	Non Traffice Bearing Force Main Air Release Valve	1	EA	$8,135.00	$8,135.00	$8,135.00	$0.00		$8,135.00	100%	$0.00	$0.00	Yes	17.00%	$1,382.95	$69.15	83.00%	$6,752.05	$337.60	$0.00	$0.00
226.	Traffic Bearing Reuse Air Relase Vavle	1	EA	$13,740.00	$13,740.00	$13,740.00	$0.00		$13,740.00	100%	$0.00	$0.00	Yes	17.00%	$2,335.80	$116.79	83.00%	$11,404.20	$570.21	$0.00	$0.00
227.	Traffic Bearing Force Main Release Valve	1	EA	$12,885.00	$12,885.00	$12,885.00	$0.00		$12,885.00	100%	$0.00	$0.00	Yes	17.00%	$2,190.45	$109.52	83.00%	$10,694.55	$534.73	$0.00	$0.00
228.	R/R Sidewalk to Install Valves	1	EA	$2,235.00	$2,235.00	$2,235.00	$0.00		$2,235.00	100%	$0.00	$0.00	Yes	17.00%	$379.95	$19.00	83.00%	$1,855.05	$92.75	$0.00	$0.00
229.	R/R Handi Cap Warning Mats - Changes per City of Apopka	1	LS	$4,389.00	$4,389.00	$4,389.00	$0.00		$4,389.00	100%	$0.00	$0.00	Yes	17.00%	$746.13	$37.31	83.00%	$3,642.87	$182.14	$0.00	$0.00
230.	Taper Thermo Marking per Plan Change - Effie Road	1	LS	$4,410.00	$4,410.00	$4,410.00	$0.00		$4,410.00	100%	$0.00	$0.00	Yes	17.00%	$749.70	$37.49	83.00%	$3,660.30	$183.02	$0.00	$0.00
231.	Cross Walks - Thermo - Three that was not called out on plans - City	3	EA	$1,956.00	$5,868.00	$5,868.00	$0.00		$5,868.00	100%	$0.00	$0.00	Yes	17.00%	$997.56	$49.88	83.00%	$4,870.44	$243.52	$0.00	$0.00
232.	Delete Tempory Markings	-1	LS	$18,402.50	($18,402.50)	($18,402.50)	$0.00		($18,402.50)	100%	$0.00	$0.00	Yes	17.00%	($3,128.43)	($156.42)	83.00%	($15,274.08)	($763.70)	$0.00	$0.00
	SUBTOTAL				$11,942,940.59	$11,942,940.59	$0.00	$0.00	$11,942,940.59	100%	$0.00	$0.00			$1,993,674.05	$99,683.70		$9,296,300.22	$464,815.01	$652,966.32	$32,648.32
	GRAND TOTALS				$11,942,940.59	$11,942,940.59	$0.00	$0.00	$11,942,940.59		$0.00	$0.00			$1,993,674.05	$99,683.70		$9,296,300.22	$464,815.01	$652,966.32	$32,648.32

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 FINAL PAYMENT

The undersigned lienor, in consideration of the sum of $ 597,147.03 , 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 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)

DATED on June 8, 2026.

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

By: Jody B. Bass
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) 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. Waiver and Release of Lien upon Final Payment 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 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 Final Payment forms for every such potential lienor are provided herewith, except as provided below:

	Name of Lienor Or Potential Lienor	Amount due for labor, services or materials furnished, delivered, Installed or performed
1.	Seminole Asphalt Paving, Inc.	$0.00
2.	Synergy Rents	$0.00

FURTHER AFFIANT SAYETH NOT.

RCS Construction Company, Inc.

_______________________________, Affiant

Sworn to and subscribed before me this 8th day of June, 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: 06/19/2030

VICTORIA E. LAUTERIA
Notary Public
State of Florida
Comm# HH780463
Expires 6/19/2030

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: 66

(B) Name of Payee: Kimley Horn

(C) Amount Payable: $1,192.50

(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.
8/6/2026

Consulting Engineer

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number:	2073089159554
ABA#:	121000248

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

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

Federal Tax Id: 56-0885615
For Services Rendered through Jul 31, 2026

Invoice Amount: $1,192.50

Invoice No:	36614303
Invoice Date:	Jul 31, 2026
Project No:	147968001.3
Project Name:	GOLDEN GEM CDD
Project Manager:	CERJAN, MACKENZIE
Client Reference:	

HOURLY NOT TO EXCEED

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
WA01 SERVICES RENDERED	25,000.00	7,995.00	6,802.50	1,192.50
Subtotal	**25,000.00**	**7,995.00**	**6,802.50**	**1,192.50**
Total HOURLY NOT TO EXCEED				**1,192.50**

DESCRIPTION OF SERVICES PERFORMED:
CIVIL ENGINEERING SERVICES - PAY REQUISITIONS AND BOARD MEETINGS.

Total Invoice: $1,192.50

Kimley»Horn

Labor and Expense Detail

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

Invoice No: 36614303
Invoice Date: Jul 31, 2026

Project No: 147968001.3
Project Name: GOLDEN GEM CDD
Project Manager: CERJAN, MACKENZIE

HOURLY NOT TO EXCEED

Task	Description	Qty Hours	Billing Rate	Current Amount Due
01CIVIL CONSULTING SVCS	ANALYST	1.0	185.00	185.00
	SENIOR PROFESSIONAL I	0.5	325.00	162.50
		2.0	340.00	680.00
	SUPPORT STAFF	1.0	165.00	165.00
TOTAL 01CIVIL CONSULTING SVCS		**4.5**		**1,192.50**
TOTAL LABOR AND EXPENSE DETAIL				**1,192.50**

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

SECTION VI

SECTION C

SECTION 1

Golden Gem

Community Development Districty

Check Register Summary

July 2, 2026 through August 4, 2026

Fund	Date	Check #'s		Amount
General Fund				
	07/13/26	98-99	$	8,752.25
	07/27/26	100-103	$	8,400.89
Total			**$**	**17,153.14**

*** CHECK DATES 07/02/2026 - 08/04/2026 *** GOLDEN GEM CDD GENERAL FUND
BANK A GOLDEN GEM - GF

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/13/26	00005	7/06/26	3774011	202605	310-51300-31500		*	206.00		
			ATTORNEY FEES							
						KUTAK ROCK LLP			206.00	000098
7/13/26	00011	6/25/26	8228127	202606	310-51300-31400		*	8,546.25		
			TRUSTEE FEES							
						U.S. BANK			8,546.25	000099
7/27/26	00003	7/01/26	38	202607	320-53900-34000		*	1,250.00		
			FIELD MGMT							
		7/01/26	39	202607	310-51300-34000		*	3,218.75		
			MGMT FEES							
		7/01/26	39	202607	310-51300-35200		*	103.00		
			WEBSITE ADMIN							
		7/01/26	39	202607	310-51300-35100		*	154.50		
			INFORMATION TECH							
		7/01/26	39	202607	310-51300-31300		*	416.67		
			DISS AGENT							
						GMS-CENTRAL FLORIDA, LLC			5,142.92	000100
7/27/26	00008	6/29/26	OSA84367	202606	310-51300-48000		*	657.20		
			LEGAL ADVERTISING							
						ORLANDO SENTINEL MEDIA GROUP			657.20	000101
7/27/26	00014	7/18/26	6616	202607	320-53900-34500		*	1,850.00		
			DISCING							
						TOOLE'S TRACTOR SERVICES & H20 WEED			1,850.00	000102
7/27/26	00015	7/13/26	215526	202607	320-53900-47000		*	750.77		
			IRR RPRS							
						UNITED LAND SERVICES			750.77	000103

TOTAL FOR BANK A 17,153.14

TOTAL FOR REGISTER 17,153.14

SECTION 2

Golden Gem

Community Development District

Unaudited Financial Reporting

July 31, 2026

Table of Contents

Golden Gem

Community Development District

Combined Balance Sheet

July 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
Assets:				
Cash:				
Operating Account	$ 238,398	$ -	$ -	$ 238,398
Investments				
Series 2024				
Revenue	$ -	$ 37,076	$ -	$ 37,076
Interest	$ -	$ -	$ -	$ -
Sinking Fund	$ -	$ -	$ -	$ -
Prepayment	$ -	$ 1,569,425	$ -	$ 1,569,425
Reserve	$ -	$ 2,712,768	$ -	$ 2,712,768
Capitalized Interest	$ -	$ -	$ -	$ -
Acquisition & Construction	$ -	$ -	$ 5,758,980	$ 5,758,980
Cost of Issuance	$ -	$ -	$ -	$ -
Due from Developer	$ -	$ -	$ -	$ -
Due from Capital Projects Fund	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ -	$ -	$ -
Prepaid Expenditures	$ 5,698	$ -	$ -	$ 5,698
Total Assets	**$ 244,095**	**$ 4,319,269**	**$ 5,758,980**	**$ 10,322,344**
Liabilities:				
Accounts Payable	$ -	$ -	$ -	$ -
Accrued Expenses	$ -	$ -	$ -	$ -
Payroll Taxes Payable	$ 222	$ -	$ -	$ 222
Contracts Payable	$ -	$ -	$ 503,483	$ 503,483
Due to Capital	$ -	$ -	$ -	$ -
Due to General Fund	$ -	$ -	$ -	$ -
Total Liabilites	**$ 222**	**$ -**	**$ 503,483**	**$ 503,705**
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	$ 5,698	$ -	$ -	$ 5,698
Assigned:				
Debt Service - Series 2024	$ -	$ 4,319,269	$ -	$ 4,319,269
Capital Projects Fund	$ -	$ -	$ 5,255,497	$ 5,255,497
Unassigned	$ 238,176	$ -	$ -	$ 238,176
Total Fund Balances	**$ 243,873**	**$ 4,319,269**	**$ 5,255,497**	**$ 9,818,639**
Total Liabilities & Fund Balance	$ 244,095	$ 4,319,269	$ 5,758,980	$ 10,322,344

Golden Gem

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues:				
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**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 10,000	$ 3,600	$ 6,400
FICA Expenditures	$ 918	$ 765	$ 275	$ 490
Engineering	$ 15,000	$ 12,500	$ -	$ 12,500
Attorney	$ 25,000	$ 20,833	$ 7,930	$ 12,904
Annual Audit	$ 5,000	$ 5,000	$ 4,400	$ 600
Assessment Administration	$ 5,000	$ 5,000	$ 5,000	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 4,167	$ 4,167	$ (0)
Trustee Fees	$ 5,500	$ 5,500	$ 8,546	$ (3,046)
Management Fees	$ 38,625	$ 32,188	$ 32,188	$ -
Information Technology	$ 1,854	$ 1,545	$ 1,545	$ -
Website Maintenance	$ 1,236	$ 1,030	$ 1,030	$ -
Telephone	$ 300	$ 250	$ -	$ 250
Postage & Delivery	$ 1,000	$ 833	$ 5	$ 828
Insurance	$ 6,900	$ 6,900	$ 5,300	$ 1,600
Printing & Binding	$ 1,000	$ 833	$ 29	$ 804
Legal Advertising	$ 15,000	$ 12,500	$ 657	$ 11,843
Contingency	$ 5,000	$ 4,167	$ 666	$ 3,501
Office Supplies	$ 625	$ 521	$ 0	$ 520
Travel Per Diem	$ 660	$ 550	$ -	$ 550
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Property Taxes	$ -	$ -	$ 2,473	$ (2,473)
Total Administrative Expenditures	**$ 146,243**	**$ 125,257**	**$ 77,986**	**$ 47,271**

Golden Gem

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Operations & Maintenance				
Field Expenditures				
Field Management	$ 15,000	$ 12,500	$ 8,750	$ 3,750
Fountain Maintenance	$ 3,500	$ 2,917	$ -	$ 2,917
General Repairs & Maintenance	$ 10,000	$ 8,333	$ -	$ 8,333
Irrigation Repairs	$ 4,500	$ 3,750	$ 1,565	$ 2,185
Landscape Maintenance	$ 60,000	$ 50,000	$ 33,190	$ 16,810
Landscape Replacement & Enhancements	$ 10,000	$ 8,333	$ -	$ 8,333
Pond Maintenance	$ 7,500	$ 6,250	$ 3,700	$ 2,550
Electric	$ 1,500	$ 1,250	$ -	$ 1,250
Streetlights	$ 45,000	$ 37,500	$ -	$ 37,500
Water & Sewer	$ 25,000	$ 20,833	$ -	$ 20,833
Property Insurance	$ 5,500	$ 4,583	$ -	$ 4,583
Contingency	$ 5,500	$ 4,583	$ -	$ 4,583
Total Field Expenditures	**$ 193,000**	**$ 160,833**	**$ 47,205**	**$ 113,628**
Amenity Expenditures				
Janitorial Services	$ 1,300	$ 1,083	$ -	$ 1,083
Total Amenity Expenditures	**$ 1,300**	**$ 1,083**	**$ -**	**$ 1,083**
Total O&M Expenditures	**$ 194,300**	**$ 161,917**	**$ 47,205**	**$ 114,711**
Total Expenditures	**$ 340,543**	**$ 287,173**	**$ 125,191**	**$ 161,982**
Excess (Deficiency) of Revenues over Expenditures	$ -	$ 53,370	$ 233,555	
Fund Balance - Beginning	$ -		$ 10,318	
Fund Balance - Ending	$ -		$ 243,873	

Golden Gem

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues:				
Special Assessments - Direct	$ 2,138,668	$ 1,069,334	$ 1,069,334	$ -
Special Assessments - Prepayments	$ -	$ -	$ 1,596,158	$ 1,596,158
Interest	$ 75,000	$ 62,500	$ 101,977	$ 39,477
Total Revenues	**$ 2,213,668**	**$ 1,131,834**	**$ 2,767,469**	**$ 1,635,635**
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	$ (1,006,834)	$ 628,802	$ 1,635,635
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ (367,581)	$ (367,581)
Total Other Financing Sources/(Uses)	$ -	$ -	$ (367,581)	$ (367,581)
Net Change in Fund Balance	**$ 75,000**	**$ (1,006,834)**	**$ 261,221**	**$ 1,268,054**
Fund Balance - Beginning	**$ 1,286,579**	**$ -**	**$ 4,058,048**	**$ -**
Fund Balance - Ending	**$ 1,361,579**	**$ (1,006,834)**	**$ 4,319,269**	**$ 1,268,054**

Golden Gem

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues:				
Developer Advances	$ -	$ -	$ -	$ -
Developer Contributions	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ 216,013	$ 216,013
Total Revenues	**$ -**	**$ -**	**$ 216,013**	**$ 216,013**
Expenditures:				
General & Administrative:				
Capital Outlay	$ -	$ -	$ 2,070,742	$ (2,070,742)
Capital Outlay - COI	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ 2,070,742**	**$ (2,070,742)**
Excess (Deficiency) of Revenues over Expenditures	$ -	$ -	$ (1,854,729)	$ 2,286,755
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ 367,581	$ (367,581)
Total Other Financing Sources/(Uses)	$ -	$ -	$ 367,581	$ (367,581)
Net Change in Fund Balance	**$ -**	**$ -**	**$ (1,487,148)**	**$ 1,919,174**
Fund Balance - Beginning	$ -	$ -	$ 6,742,645	$ -
Fund Balance - Ending	$ -	$ -	$ 5,255,497	$ 1,919,174

Golden Gem

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
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**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 1,000	$ -	$ -	$ 1,000	$ -	$ -	$ 800	$ -	$ -	$ 800	$ -	$ -	$ 3,600
FICA Expenditures	$ 77	$ -	$ -	$ 77	$ -	$ -	$ 61	$ -	$ -	$ 61	$ -	$ -	$ 275
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ 2,259	$ 671	$ 264	$ 1,936	$ 725	$ 289	$ 1,581	$ 206	$ -	$ -	$ -	$ -	$ 7,930
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400
Assessment Administration	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ -	$ -	$ 4,167
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,546	$ -	$ -	$ -	$ 8,546
Management Fees	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ 3,219	$ -	$ -	$ 32,188
Information Technology	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155	$ 155	$ -	$ -	$ 1,545
Website Maintenance	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ -	$ -	$ 1,030
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 3	$ -	$ -	$ -	$ -	$ -	$ -	$ 2	$ -	$ -	$ -	$ -	$ 5
Insurance	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Printing & Binding	$ -	$ 2	$ -	$ -	$ -	$ -	$ -	$ 26	$ 1	$ -	$ -	$ -	$ 29
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 657	$ -	$ -	$ -	$ 657
Contingency	$ 41	$ 41	$ 41	$ 291	$ 45	$ 41	$ 41	$ 41	$ 41	$ 41	$ -	$ -	$ 666
Office Supplies	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ 0	$ -	$ -	$ -	$ -	$ 0
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Property Tax	$ -	$ 2,473	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,473
Total Administrative Expenditur	**$ 17,748**	**$ 7,080**	**$ 4,198**	**$ 7,196**	**$ 4,662**	**$ 8,623**	**$ 6,376**	**$ 4,169**	**$ 13,138**	**$ 4,795**	**$ -**	**$ -**	**$ 77,986**

Golden Gem

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance:													
Field Expenditures													
Field Management	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ -	$ 8,750
Fountain Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ 339	$ 475	$ -	$ 751	$ -	$ -	$ 1,565
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	$ -	$ -	$ 3,700
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Field Expenditures	**$ -**	**$ -**	**$ -**	**$ 2,664**	**$ 7,235**	**$ 9,085**	**$ 7,575**	**$ 7,710**	**$ 9,085**	**$ 3,851**	**$ -**	**$ -**	**$ 47,205**
Amenity Expenditures													
Janitorial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Amenity Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total O&M Expenditures	**$ -**	**$ -**	**$ -**	**$ 2,664**	**$ 7,235**	**$ 9,085**	**$ 7,575**	**$ 7,710**	**$ 9,085**	**$ 3,851**	**$ -**	**$ -**	**$ 47,205**
Total Expenditures	**$ 17,748**	**$ 7,080**	**$ 4,198**	**$ 9,860**	**$ 11,898**	**$ 17,709**	**$ 13,951**	**$ 11,879**	**$ 22,224**	**$ 8,646**	**$ -**	**$ -**	**$125,191**
Excess Revenues (Expenditures)	$ (2,017)	$ (4,608)	$ 166,073	$ (9,860)	$ 73,238	$ (17,709)	$ (13,951)	$ (11,879)	$ 62,912	$ (8,646)	$ -	$ -	$ 233,555

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

Developer	*Date*	*Invoice / Check*	*O&M Portion*	*Debt Service 2024*
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 D

August 12th, 2026

Golden Gem CDD

Field Management Report

<u>Contracted Services</u>

- Landscape maintenance is ongoing with no major concerns or issues to report.
- Overall site conditions are in good order. Recommend considering replacing the rose bushes with a more study plant material in the future to improve aesthetics.
- Pond discing will be scheduled soon to keep vegetation levels low.