

# **LOWERY HILLS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**June 10, 2026**

**BOARD OF SUPERVISORS**

**REGULAR MEETING  
AGENDA**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **AGENDA**

# **LETTER**

**Lowery Hills Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**  
<https://loweryhillscdd.net/>

June 3, 2026

Board of Supervisors  
Lowery Hills Community Development District

Dear Board Members:

The Board of Supervisors of the Lowery Hills Community Development District will hold a Regular Meeting on June 10, 2026 at 11:00 a.m., at the Albertus Maultsby Community Center, 655 3rd Street North, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-01, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Consideration of Resolution 2026-02, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [**November 3, 2026** - Seats 3, 4 & 5]
5. Consideration of Resolution 2026-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
6. Presentation of Annual Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
  - A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
7. Consideration of Resolution 2026-05, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
  - A. Amended Rules of Procedure

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

**Note: Meeting Location**

8. Consideration of Resolution 2026-06, Designating the Location of the Local District Records Office and Providing an Effective Date
9. Consideration of Floralawn, Inc. Landscape & Irrigation Maintenance Agreement
10. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]
  - B. October 1, 2025 - September 30, 2026
11. Ratification Items
  - A. Requisitions
    - I. No. 3: BF-KL Lowery Hills, LLC Acquisition and Construction [\$1,844,017.17]
    - II. No. 4: BF-KL Lowery Hills, LLC Acquisition and Construction [\$613,234.60]
  - B. Letter and Certificate Regarding Escrow Release Conditions (Series 2025)
  - C. Polk County Property Appraiser
    - I. Contract Agreement
    - II. 2026 Data Sharing & Usage Agreement
12. Acceptance of Unaudited Financial Statement as of April 30, 2026
13. Approval of August 13, 2025 Public Hearings, Regular Meeting and Audit Committee Meeting Minutes
14. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer (Interim): *Stephens Barrios Engineering*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: July 8, 2026 at 11:00 AM

○ QUORUM CHECK

SEAT 1	CANDICE BAIN	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BILL FIFE	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	OWEN BUDORICK	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BARON WOODARD	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ERIC MORRISETTE	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714 or Felix Rodriguez at (863) 510-8274.

Sincerely,



Ernesto Torres  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 280 2710**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Lowery Hills Community Development District (“**District**”) prior to June 15, 2026, a proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2026/2027, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2026

HOUR: 11:00 AM

LOCATION: Albertus Maulsby Community Center  
655 3rd Street North  
Lake Alfred, Florida, 33850

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2026.

ATTEST:

**LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2026/2027 Budget

**Exhibit A**

Fiscal Year 2026/2027 Budget

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2027**

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2025	5
Amortization Schedule - Series 2025	6 - 7
Assessment Summary	8

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2027**

Fiscal Year 2026

	Adopted Budget FY 2026	Actual through 03/31/2026	Projected through 09/30/2026	Total Actual & Projected	Proposed budget FY 2027
<b>REVENUES</b>					
Landowner contribution	\$ 320,350	\$ 34,331	\$ 286,019	\$ 320,350	\$ 320,350
Total revenues	<u>320,350</u>	<u>34,331</u>	<u>286,019</u>	<u>320,350</u>	<u>320,350</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	2,000	-	2,000	2,000	2,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	6,255	18,745	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Trustee*	5,000	3,750	1,250	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	5,500	302	5,198	5,500	5,500
Annual special district fee	175	175	-	175	175
Insurance	6,350	5,512	838	6,350	6,350
Contingencies/bank charges	750	761	-	761	750
Website hosting & maintenance	705	1,410	-	1,410	705
Website ADA compliance	210	145	65	210	210
EMMA Software	2,000	875	2,875	3,750	2,000
Total professional & administrative	<u>104,890</u>	<u>44,035</u>	<u>63,321</u>	<u>107,356</u>	<u>104,890</u>
<b>Field operations</b>					
Management	12,960	-	12,960	12,960	12,960
Contingencies / Field Operations	25,000	-	25,000	25,000	25,000
Stomwater management	25,000	-	25,000	25,000	25,000
Streetlighting	10,000	-	10,000	10,000	10,000
Repair/maintenance/pressure washing	5,000	-	5,000	5,000	5,000
Electrict/utilities	25,000	-	25,000	25,000	25,000
Landscape maintenance	100,000	-	100,000	100,000	100,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
General maintenance	7,500	-	7,500	7,500	7,500
Total field operations	<u>215,460</u>	<u>-</u>	<u>215,460</u>	<u>215,460</u>	<u>215,460</u>

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed budget FY 2027
	Adopted Budget FY 2026	Actual through 03/31/2026	Projected through 09/30/2026	Total Actual & Projected	
Total expenditures	320,350	43,160	278,781	322,816	320,350
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,829)	7,238	(2,466)	-
Net increase/(decrease) of fund balance	-	(8,829)	7,238	(2,466)	-
Fund balance - beginning (unaudited)	-	(8,637)	(17,466)	(8,637)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(17,466)	(10,228)	(11,103)	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (17,466)</u>	<u>\$ (10,228)</u>	<u>\$ (11,103)</u>	<u>\$ -</u>

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 2,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	5,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,350
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
EMMA Software	2,000
EMMA Filing Assistance Software to file Annual Reports, Quarterly Reports and listed event filings through Municipal Securities Rulemaking Boards Electronics Municipal Market Access system.	

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations**

Field operations	
Management	12,960
Contingencies / Field Operations	25,000
Stomwater management	25,000
Streetlighting	10,000
Repair/maintenace/pressure washing	5,000
Electrict/utilities	25,000
Landscape maintenance	100,000
Irrigation repairs	5,000
General maintenance	7,500
Total expenditures	<u><u>\$320,350</u></u>

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2025  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/26	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 863,671	\$ 404,318	\$ 459,353	\$ 863,671	\$ 863,671
Interest	-	16,063	-	16,063	-
Total revenues	<u>863,671</u>	<u>420,381</u>	<u>459,353</u>	<u>879,734</u>	<u>863,671</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	170,000	-	170,000	170,000	180,000
Interest	750,876	404,318	346,558	750,876	685,381
Total expenditures	<u>920,876</u>	<u>404,318</u>	<u>516,558</u>	<u>920,876</u>	<u>865,381</u>
Excess/(deficiency) of revenues over/(under) expenditures	(57,205)	16,063	(57,205)	(41,142)	(1,710)
 Fund balance:					
Beginning fund balance (unaudited)	347,112	1,282,394	1,298,457	1,282,394	1,241,252
Ending fund balance (projected)	<u>\$ 289,907</u>	<u>\$ 1,298,457</u>	<u>\$ 1,241,252</u>	<u>\$ 1,241,252</u>	<u>1,239,542</u>
 Use of fund balance:					
Debt service reserve account balance (required)					(898,691)
Interest expense - November 1, 2027					(338,596)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 2,255</u>

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/26			342,690.63	342,690.63	12,155,000.00
05/01/27	180,000.00	4.550%	342,690.63	522,690.63	11,975,000.00
11/01/27			338,595.63	338,595.63	11,975,000.00
05/01/28	190,000.00	4.550%	338,595.63	528,595.63	11,785,000.00
11/01/28			334,273.13	334,273.13	11,785,000.00
05/01/29	195,000.00	4.550%	334,273.13	529,273.13	11,590,000.00
11/01/29			329,836.88	329,836.88	11,590,000.00
05/01/30	205,000.00	4.550%	329,836.88	534,836.88	11,385,000.00
11/01/30			325,173.13	325,173.13	11,385,000.00
05/01/31	215,000.00	4.550%	325,173.13	540,173.13	11,170,000.00
11/01/31			320,281.88	320,281.88	11,170,000.00
05/01/32	225,000.00	4.550%	320,281.88	545,281.88	10,945,000.00
11/01/32			315,163.13	315,163.13	10,945,000.00
05/01/33	240,000.00	5.625%	315,163.13	555,163.13	10,705,000.00
11/01/33			308,413.13	308,413.13	10,705,000.00
05/01/34	250,000.00	5.625%	308,413.13	558,413.13	10,455,000.00
11/01/34			301,381.88	301,381.88	10,455,000.00
05/01/35	265,000.00	5.625%	301,381.88	566,381.88	10,190,000.00
11/01/35			293,928.75	293,928.75	10,190,000.00
05/01/36	280,000.00	5.625%	293,928.75	573,928.75	9,910,000.00
11/01/36			286,053.75	286,053.75	9,910,000.00
05/01/37	300,000.00	5.625%	286,053.75	586,053.75	9,610,000.00
11/01/37			277,616.25	277,616.25	9,610,000.00
05/01/38	315,000.00	5.625%	277,616.25	592,616.25	9,295,000.00
11/01/38			268,756.88	268,756.88	9,295,000.00
05/01/39	335,000.00	5.625%	268,756.88	603,756.88	8,960,000.00
11/01/39			259,335.00	259,335.00	8,960,000.00
05/01/40	350,000.00	5.625%	259,335.00	609,335.00	8,610,000.00
11/01/40			249,491.25	249,491.25	8,610,000.00
05/01/41	375,000.00	5.625%	249,491.25	624,491.25	8,235,000.00
11/01/41			238,944.38	238,944.38	8,235,000.00
05/01/42	395,000.00	5.625%	238,944.38	633,944.38	7,840,000.00
11/01/42			227,835.00	227,835.00	7,840,000.00
05/01/43	415,000.00	5.625%	227,835.00	642,835.00	7,425,000.00
11/01/43			216,163.13	216,163.13	7,425,000.00
05/01/44	440,000.00	5.625%	216,163.13	656,163.13	6,985,000.00
11/01/44			203,788.13	203,788.13	6,985,000.00
05/01/45	465,000.00	5.625%	203,788.13	668,788.13	6,520,000.00
11/01/45			190,710.00	190,710.00	6,520,000.00
05/01/46	495,000.00	5.850%	190,710.00	685,710.00	6,025,000.00
11/01/46			176,231.25	176,231.25	6,025,000.00
05/01/47	525,000.00	5.850%	176,231.25	701,231.25	5,500,000.00
11/01/47			160,875.00	160,875.00	5,500,000.00
05/01/48	555,000.00	5.850%	160,875.00	715,875.00	4,945,000.00
11/01/48			144,641.25	144,641.25	4,945,000.00

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/49	590,000.00	5.850%	144,641.25	734,641.25	4,355,000.00
11/01/49			127,383.75	127,383.75	4,355,000.00
05/01/50	625,000.00	5.850%	127,383.75	752,383.75	3,730,000.00
11/01/50			109,102.50	109,102.50	3,730,000.00
05/01/51	660,000.00	5.850%	109,102.50	769,102.50	3,070,000.00
11/01/51			89,797.50	89,797.50	3,070,000.00
05/01/52	700,000.00	5.850%	89,797.50	789,797.50	2,370,000.00
11/01/52			69,322.50	69,322.50	2,370,000.00
05/01/53	745,000.00	5.850%	69,322.50	814,322.50	1,625,000.00
11/01/53			47,531.25	47,531.25	1,625,000.00
05/01/54	790,000.00	5.850%	47,531.25	837,531.25	835,000.00
11/01/54			24,423.75	24,423.75	835,000.00
05/01/55	835,000.00	5.850%	24,423.75	859,423.75	-
11/01/55					-
<b>Total</b>	<b>12,155,000.00</b>		<b>13,155,481.38</b>	<b>25,310,481.38</b>	

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

**Landowner Contribution (GF) and Off-Roll Assessments (DSF)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&amp;M Contribution per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
<b>W1 and E4</b>					
SF 40'	175	\$ 472.49	\$ 2,094.49	\$ 2,566.98	\$ 2,566.98
SF 55'	128	472.49	2,618.11	3,090.60	3,090.60
<b>Total</b>	<b>303</b>				

**Landowner Contribution (GF) and Off-Roll Assessments (DSF)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&amp;M Contribution per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
<b>E5 and E6</b>					
SF 40'	61	\$ 472.49	\$ 1,350.14	\$ 1,822.63	\$ 1,822.63
SF 55'	59	472.49	1,350.14	1,822.63	1,822.63
<b>Total</b>	<b>120</b>				

**Landowner Contribution (GF)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&amp;M Contribution per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 40'	111	\$ 472.49	\$ -	\$ 472.49	\$ 472.49
SF 55'	144	472.49	-	472.49	472.49
<b>Total</b>	<b>255</b>				

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2026-02**

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

**WHEREAS**, Lowery Hills 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 Polk County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the City of Lake Alfred Ordinance No. 1515-23 creating the District (the "Ordinance") is May 15, 2023; and

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

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3<sup>rd</sup> day of November, 2026 at \_\_\_\_:\_\_\_\_ \_\_.m., at

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

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 10<sup>th</sup> day of June, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2026.

Attest:

**LOWERY HILLS COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Lowery Hills Community Development District (the "District") in Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

**DATE:** November 3, 2026

**TIME:** \_\_\_\_:\_\_\_\_.m.

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

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

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

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

TIME: \_\_\_:\_\_\_ \_\_.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

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

**LANDOWNER PROXY**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
LANDOWNERS' MEETING – November 3, 2026**

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

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

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<b><u>Parcel Description</u></b>	<b><u>Acreage</u></b>	<b><u>Authorized Votes</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**Total Number of Authorized Votes:** \_\_\_\_\_

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

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

**OFFICIAL BALLOT**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

---

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

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

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

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

or

**Attach Proxy.**

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

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
3.	_____	_____
4.	_____	_____
5.	_____	_____

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

Signed: \_\_\_\_\_

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

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT:**

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

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2026.

ATTEST:

**LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

<b>LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Albertus Maulsby Community Center, 655 3rd Street North, Lake Alfred, Florida 33850</i>		
<i><sup>1</sup>TBD</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 14, 2026</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>November 3, 2026<sup>1</sup></b>	<b>Landowners' Meeting</b>	<b>___:___ A/PM</b>
<b>November 11, 2026</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>December 9, 2026</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>January 13, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>February 10, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>March 10, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>April 14, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>May 12, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>June 9, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>July 14, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>August 11, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>
<b>September 8, 2027</b>	<b>Regular Meeting</b>	<b>___:___ A/PM</b>

All meetings of the District's Board of Supervisors ("Board") shall be held within the city-limits of the City of Lake Alfred, a minimum of four (4) times per year during evening hours, and must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA**

**TABLE OF CONTENTS**

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to Financial Statements	13-18
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	19
Notes to Required Supplementary Information	20
OTHER INFORMATION	
Data Elements Required by Florida Statute 218.39(3)(c)	21
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	22-23
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	24
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25-26



## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Lowery Hills Community Development District  
City of Lake Alfred, Florida

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Lowery Hills Community Development District, City of Lake Alfred, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 3, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Grau & Associates*

October 3, 2025

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Lowery Hills Community Development District, City of Lake Alfred, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 1515-23 of the City of Lake Alfred, Florida effective on May 15, 2023, and no audit was required for the prior period. As a result, the balances as of and for the period from inception May 15, 2023 to September 30, 2023, are unaudited.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$8,222).
- The change in the District's total net position in comparison with the prior fiscal year was \$8,461, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balance deficit of (\$8,222), an increase of \$8,461 in comparison with the prior fiscal year. The total fund balance is unassigned deficit fund balance in the general fund, the debt service fund, and the capital projects fund.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2024	2023 (Unaudited)
Current and other assets	\$ 16,545	\$ 35,441
Total assets	16,545	35,441
Current liabilities	19,768	52,124
Long-term liabilities	4,999	-
Total liabilities	24,767	52,124
Net position		
Unrestricted	(8,222)	(16,683)
Total net position	\$ (8,222)	\$ (16,683)

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2024	2023* (Unaudited)
Revenues:		
Program revenues		
Operating grants and contributions	\$ 100,874	\$ 12,758
Total revenues	<u>100,874</u>	<u>12,758</u>
Expenses:		
General government	89,127	28,501
Bond issue costs	<u>3,286</u>	<u>940</u>
Total expenses	<u>92,413</u>	<u>29,441</u>
Change in net position	<u>8,461</u>	<u>(16,683)</u>
Net position - beginning	<u>(16,683)</u>	<u>-</u>
Net position - ending	<u>\$ (8,222)</u>	<u>\$ (16,683)</u>

\*For the period from inception May 15, 2023 to September 30, 2023

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$92,413. The costs of the District's activities were funded by program revenues. Program revenues are comprised of Developer contributions.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the cost of the general operations of the District will increase during the subsequent fiscal year.

On April 1, 2025, the District issued \$12,325,000 of Series 2025 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2032 - May 1, 2055, and fixed interest rates ranging from 4.55% to 5.85%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Lowery Hills Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 8,325
Due from Developer	8,220
Total assets	16,545
<b>LIABILITIES</b>	
Accounts payable	13,768
Developer advance	6,000
Due to Developer	4,999
Total liabilities	24,767
<b>NET POSITION</b>	
Unrestricted	(8,222)
Total net position	\$ (8,222)

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position Governmental Activities</u>
Primary government:			
Governmental activities:			
General government	\$ 89,127	\$ 100,874	\$ 11,747
Bond issuance costs	3,286	-	(3,286)
Total governmental activities	<u>92,413</u>	<u>100,874</u>	<u>8,461</u>
			8,461
			(16,683)
			<u>\$ (8,222)</u>

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash and cash equivalents	\$ 8,325	\$ -	\$ -	\$ 8,325
Due from Developer	8,220	-	-	8,220
Total assets	<u>\$ 16,545</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,545</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 13,768	\$ -	\$ -	\$ 13,768
Due to Developer	214	4,226	559	4,999
Developer advance	6,000	-	-	6,000
Total liabilities	<u>19,982</u>	<u>4,226</u>	<u>559</u>	<u>24,767</u>
Fund balances:				
Unassigned	<u>(3,437)</u>	<u>(4,226)</u>	<u>(559)</u>	<u>(8,222)</u>
Total fund balances	<u>(3,437)</u>	<u>(4,226)</u>	<u>(559)</u>	<u>(8,222)</u>
Total liabilities and fund balances	<u>\$ 16,545</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,545</u>

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

Fund balance - governmental funds	<u>\$ (8,222)</u>
Net position of governmental activities	<u><u>\$ (8,222)</u></u>

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Developer contributions	\$ 100,874	\$ -	\$ -	\$ 100,874
Total revenues	<u>100,874</u>	<u>-</u>	<u>-</u>	<u>100,874</u>
<b>EXPENDITURES</b>				
Current:				
General government	88,568	-	559	89,127
Bond issuance costs	-	3,286	-	3,286
Total expenditures	<u>88,568</u>	<u>3,286</u>	<u>559</u>	<u>92,413</u>
Excess (deficiency) of revenues over (under) expenditures	12,306	(3,286)	(559)	8,461
Fund balances - beginning	<u>(15,743)</u>	<u>(940)</u>	<u>-</u>	<u>(16,683)</u>
Fund balances - ending	<u>\$ (3,437)</u>	<u>\$ (4,226)</u>	<u>\$ (559)</u>	<u>\$ (8,222)</u>

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 8,461
Change in net position of governmental activities	<u>\$ 8,461</u>

See notes to the financial statements

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Lowery Hills Community Development District (the "District") was established by the City Council of the City of Lake Alfred by Ordinance No. 1515-23 effective on May 15, 2023, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with the Developer.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The District does not have any capital assets as of September 30, 2024.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payables are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

## **NOTE 5 – DEVELOPER TRANSACTION & CONCENTRATION**

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$100,874, which includes a receivable of \$8,220 as of September 30, 2024. In addition, the Developer has provided advance funding to the District for professional services related to bond validation expenses during the current year. As of September 30, 2024, the Developer has advanced a total of \$4,226 to the District to fund bond validation related expenses, which is reflected as Due to Developer in the debt service fund.

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

## **NOTE 6 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE 7 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**NOTE 8 – SUBSEQUENT EVENTS**

On April 1, 2025, the District issued \$12,325,000 of Series 2025 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2032 - May 1, 2055, and fixed interest rates ranging from 4.55% to 5.85%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Developer Contributions	\$ 91,123	\$ 100,874	\$ 9,751
Total revenues	91,123	100,874	9,751
<b>EXPENDITURES</b>			
Current:			
General government	91,123	88,568	2,555
Total expenditures	91,123	88,568	2,555
Excess (deficiency) of revenues over (under) expenditures	\$ -	12,306	\$ 12,306
Fund balance - beginning		(15,743)	
Fund balance - ending		\$ (3,437)	

See notes to required supplementary information

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF LAKE ALFRED, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$73,286
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt Service - N/A
Special assessments collected	\$0
Outstanding Bonds:	N/A



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Lowery Hills Community Development District  
City of Lake Alfred, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Lowery Hills Community Development District, City of Lake Alfred, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated October 3, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Grau & Associates*

October 3, 2025



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Lowery Hills Community Development District  
City of Lake Alfred, Florida

We have examined Lowery Hills Community Development District, City of Lake Alfred, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Lowery Hills Community Development District, City of Lake Alfred, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

October 3, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Lowery Hills Community Development District  
City of Lake Alfred, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Lowery Hills Community Development District, City of Lake Alfred, Florida ("District") as of and for fiscal year ended September 30, 2024, and have issued our report thereon dated October 3, 2025.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated October 3, 2025, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Lowery Hills Community Development District, City of Lake Alfred, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Lowery Hills Community Development District, City of Lake Alfred, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*  
October 3, 2025

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable. First year audit.

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not applicable. First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures, and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

**WHEREAS**, the District’s Auditor, Grau & Associates has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Annual Financial Report for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2026.

**ATTEST:**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

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

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

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2026-05**

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

**WHEREAS**, the Lowery Hills Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; 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 LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt Rules of Procedure on \_\_\_\_\_, 2026, at 11:00 a.m., at the Albertus Maultsby Community Center, 655 3<sup>rd</sup> Street North, Lake Alfred, Florida 33850.

**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 10<sup>th</sup> day of June, 2026.

ATTEST:

**LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A**

**RULES OF PROCEDURE**  
**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**RULE NO. 2026-\_\_\_\_\_**  
**EFFECTIVE AS OF \_\_\_\_\_, 2026**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ....	8
Rule 1.3	Public Meetings, Hearings, and Workshops. ....	11
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	16
Rule 2.0	Rulemaking Proceedings. ....	17
Rule 3.0	Competitive Purchase.....	31
Rule 3.1	Procedure Under the Consultants’ Competitive Negotiations Act. ....	36
Rule 3.2	Procedure Regarding Auditor Selection. ....	40
Rule 3.3	Purchase of Insurance.....	45
Rule 3.4	Pre-qualification.....	47
Rule 3.5	Construction Contracts, Not Design-Build.....	53
Rule 3.6	Construction Contracts, Design-Build.....	58
Rule 3.7	Payment and Performance Bonds. ....	63
Rule 3.8	Goods, Supplies, and Materials. ....	64
Rule 3.9	Maintenance Services. ....	68
Rule 3.10	Contractual Services. ....	72
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. ....	73
Rule 4.0	Effective Date. ....	77

**Rule 1.0 General.** These Rules of Procedure supersede and replace all previously adopted Rules of Procedure.

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

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

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

**Rule 1.1 Board of Supervisors; Officers and Voting.**

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

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

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

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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

the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

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

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

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

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

file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

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

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

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at \_\_\_\_\_. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

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

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

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager

1. Financial Report
  2. Approval of Expenditures
- Supervisor's requests and comments  
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving

the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

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

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

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

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

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## Rule 2.0 Rulemaking Proceedings.

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

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented;
  - (v) The proposed rule number; and
  - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
  - (v) The grant of rulemaking authority for the proposed rule;

- (vi) The law being implemented or interpreted;
  - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
  - (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
  - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
  - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
  - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
  - (x) The date, time, and location of the public hearing on the proposed rule;
  - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
  - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty

(180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District may publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the

substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible . The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
  2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

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

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
  - (i) The place, date, and time of the workshop;
  - (ii) The subject area that will be addressed; and
  - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing (“**Notice of Rulemaking Petition Public Hearing**”) shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
  - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
    - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
    - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

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

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
  - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
  - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
  - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
    - (i) The full text of the emergency rule and a summary thereof;
    - (ii) The rule number; and
    - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
  - (b) Any material incorporated by reference in the rule;
  - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
  - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
  - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be

presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of

general circulation within the county or counties in which the District is located.

- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely

requested additional material, or the petitioner’s written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District’s action. The District shall maintain a record of the type and disposition of each petition filed.

- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

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

**Rule 3.0 Competitive Purchase.**

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

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

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

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.

- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
  
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;

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

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

### Rule 3.2 Procedure Regarding Auditor Selection.

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

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
  
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

- (6) Board Selection of Auditor.

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

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
  - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

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

**Rule 3.3 Purchase of Insurance.**

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

dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

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

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

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

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

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

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
  - (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
  - (6) Exceptions. This Rule is inapplicable when:

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

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

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

**Rule 3.6 Construction Contracts, Design-Build.**

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

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding

subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

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

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

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

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

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

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

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

whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

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

supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

**Rule 3.9 Maintenance Services.**

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is

determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

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

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2026-06**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lowery Hills Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lake Alfred, Polk County, Florida; and

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

**SECTION 1.** The District’s local records office shall be located at:

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

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

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

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

## LANDSCAPE & IRRIGATION SERVICES AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into to be effective as of the full execution of this Agreement:

**Lowery Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Lake Alfred, Florida, and having offices at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**Floralawn, Inc.**, a Florida corporation, whose address is 734 S. Combee Road, Lakeland, Florida 33801 (“**Contractor**,” and collectively with the District, “**Parties**”).

### RECITALS

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

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B (“Work”)**. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT A**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the

satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Ernesto Torres, District Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon full execution of the agreement and end September 30, 2026 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor according to the proposals attached hereto as **EXHIBIT A**, All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully

executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

## **8. INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees

who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
  - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
  - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
    - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
    - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
    - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
  - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
  - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
  - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
  - f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
  - g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
  - h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of

subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any

present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping

services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder (“Notice”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Lowery Hills  
Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

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

**B. If to Contractor:** Floralawn, Inc.  
734 S. Combee Road  
Lakeland, Florida 33801  
Attn: \_\_\_\_\_

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

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT TORRESE@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.**

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

34. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

**IN WITNESS WHEREOF**, the Parties execute this Agreement as set forth below.

**LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**FLORALAWN, INC.**

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

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

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

- Exhibit A:     Scope of Services**
- Exhibit B:     Maintenance Map**
- Exhibit C:     Other Forms**

**EXHIBIT A**  
**SCOPE OF SERVICES**

## Landscape Management

<b>Service</b>	<b>Monthly</b>	<b>Yearly</b>
Landscape Maintenance	\$3,038.00	\$36,456.00
St Augustine Fertilization Program	\$430.35	\$5,164.20
Shrub Fertilization Program	\$153.42	\$1,841.04
Monthly Irrigation Inspection	\$528.00	\$6,336.00
<b>Total</b>	<b>\$4,149.77</b>	<b>\$49,797.24</b>

## Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

<b>Service</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
Pine Bark Mulch	223 Yards	\$65.00	\$14,495.00
Palm Pruning	Per Palm	\$60.00	\$60.00
Annuals	Per 4" plants	\$2.50	\$2.50

# Scope of Services

## Turf Care

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April**.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

### Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Floritalawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control.

# Tree, Shrub, and Groundcover Care

## Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

## Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

## Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

## Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

# Irrigation

## Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

## Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

## Miscellaneous

### Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

### Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

[END OF SECTION]

**EXHIBIT B**  
**MAINTENANCE MAP**

**EXHIBIT C**  
**OTHER FORMS**

**DAILY WORK JOURNAL**

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_  
**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.3 Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

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

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No  Not Applicable

The District is still under development, so a formal inspection is premature. A full inspection will be scheduled once the infrastructure is substantially complete.

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

### **Goal 3.2 Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

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

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

**Achieved:** Yes  No

### **Goal 3.3 Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

Ernesto J. Torres

District Manager

ERNESTO J. TORRES

Print Name

9/11/24

Date

Owen Buddrick

Chair/Vice Chair, Board of Supervisors

OWEN BUDDRICK

Print Name

9/11/2024

Date

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10B**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes  No

**Goal 1.3 Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

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

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No  Not Applicable

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

**Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

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

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

**Achieved:** Yes  No

**Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

**A**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS**

**AI**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lowery Hills 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 Regions Bank, as trustee (the “Trustee”), dated as of March 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2025 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable: ***Acquisition Agreement, dated April 1, 2025***
- (C) Name of Payee: **BF-KL Lowery Hills, LLC**
- (D) Amount Payable: **\$1,844,017.17**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for the following improvements:**

Acquisition of partial progress for Mass Grade Part 1 (Pay Apps #5-6)	\$155,620.74
Acquisition of partial progress for Phase 1 Infrastructure (Pay App #5-10)	\$1,674,969.11
Acquisition of partial progress for Phase 4 Structures (Pay App #3)	\$13,427.32
<b>Total:</b>	<b>\$1,844,017.17</b>

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

***Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. each disbursement represents a Cost of Assessment Area One Project which 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 the services rendered with respect to which disbursement is hereby requested are on file with the District.

LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 11/6/25

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies.

 11/6/25  
\_\_\_\_\_  
Consulting Engineer

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) – PHASE 1 INFRASTRUCTURE PROJECT]**

Payment Applications #5-10 (“Pay Application”)

Total Pay Application Amount: \$1,674,969.11

CDD Eligible Amount: \$1,674,969.11

Developer: BF-KL Lowery Hills LLC (“Developer”)

Contractor: Ripa & Associates, LLC (“Contractor”)

Site CDD Work Contract: *Contractor Agreement*, dated February 5, 2024 (“Contract”)

Engineer’s Report: *Engineer’s Report*, dated June 2023, as supplemented from time to time (together, “Engineer’s Report”)

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the “CDD Work” described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the “Project” as defined in the Engineer’s Report (“CDD Improvements”); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 1, 2025.

BF-KL LOWERY HILLS LLC

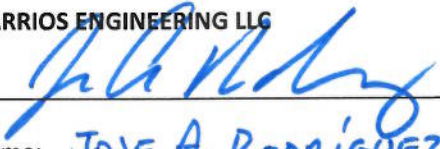
  
Name: James P. Harvey

Title: Authorized Signatory

Date: November 6, 2025

**DISTRICT ENGINEER CERTIFICATION** - The undersigned District Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies (provided however that it is understood that a portion of the materials for the Assessment Area One Project are included within this requisition, but site work permits for the installation of such materials are still pending). Notwithstanding anything in the foregoing, the District Engineer has not had an opportunity to inspect the improvements as installed and is not addressing the opinion in 3 (G)(iii) of the Acquisition Agreement.

BARRIOS ENGINEERING LLC



Name: JOSE A. RODRIGUEZ

Title: ENG. OF RECORD

Date: 11/6/2025

- Exhibit A: Payment Application, with District Items Identified
- Exhibit B: Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**

**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE 1 INFRASTRUCTURE PROJECT]**

Payment Applications #5-10 ("Pay Application")

Total Pay Application Amount: \$1,674,969.11

CDD Eligible Amount: \$1,674,969.11

Contractor: Ripa & Associates, LLC ("Contractor")

Site Work Contract: *Contractor Agreement*, dated February 5, 2024 ("Contract")

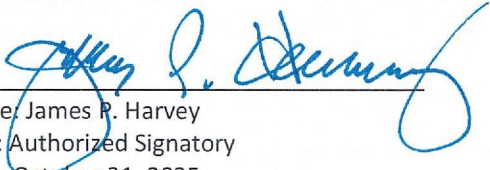
THIS BILL OF SALE is made to be effective as of the 31<sup>st</sup> day of October, 2025, by and between **BF-KL Lowery Hills LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 and **Lowery Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**BF-KL LOWERY HILLS LLC**

  
Name: James R. Harvey  
Title: Authorized Signatory  
Date: October 31, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#5**  
Invoice Date **4/30/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 183,326.47	\$ 18,332.66	\$ 164,993.81
Total This Draw		\$ 183,326.47	\$ 18,332.66	\$ 164,993.81

Prepared by: Kimani Brown

Date: 05/16/25

PAY THIS  
AMOUNT

Approved by: Owen Budorick

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>				
	<b>1,610,008.55</b>	<b>161,000.89</b>	<b>161,000.89</b>	<b>1,449,007.67</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2504165

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2183- Lowery Hills Infra

Application No. : 5

Distribution to :

Owner

Engineer

Contractor

Tampa, FL 33637

Period To: 4/30/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 5/15/24

Josh Smith, Project Manager

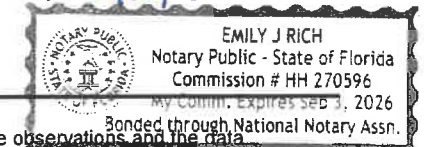
State of: Florida

Subscribed and sworn to before me this 5

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough  
day of May 2025



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$164,993.82

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

ENGINEER:

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

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

1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$1,610,008.55
5. Retainage:	
a. 10.00% of Completed Work .....	\$161,000.87
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$161,000.87
6. Total Earned Less Retainage .....	\$1,449,007.68
7. Less Previous Certificates For Payments .....	\$1,284,013.86
8. Current Payment Due This Application .....	\$164,993.82
9. Balance To Finish, Plus Retainage .....	\$3,639,616.47
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$164,993.82

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice # : RA2504165

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
	<b>GENERAL CONDITIONS - PH1</b>														
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	72,000.00	0.00	
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>72,000.00</b>	<b>0.00</b>	
	<b>EARTHWORK - PH1</b>														
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00	
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00	
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	83,600.00	0.00	
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00	
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>149,112.50</b>	<b>0.00</b>	
	<b>PAVING - PH1</b>														
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00	
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00	
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00	
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00	
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00	
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00	
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00	
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00	
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00	
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00	
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00	
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,317,147.75</b>	<b>0.00</b>	
	<b>STORM DRAINAGE - PH1</b>														
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	210,798.00	0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice # : RA2504165

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	124,952.50	0.00	
1018	30" HP STORM	245.00	LF	125.00	30,625.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	30,625.00	0.00	
1019	36" HP STORM	170.00	LF	135.00	22,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	22,950.00	0.00	
1020	42" HP STORM	705.00	LF	175.00	123,375.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	123,375.00	0.00	
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	0.00	5.92	5.92	0.00	76,960.00	76,960.00	45.54%	92,040.00	7,696.00	
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	0.00	1.28	1.28	0.00	19,135.00	19,135.00	42.52%	25,865.00	1,913.50	
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	0.00	2.15	2.15	0.00	21,446.00	21,446.00	53.62%	18,554.00	2,144.60	
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.00	0.66	0.66	0.00	10,817.00	10,817.00	65.56%	5,683.00	1,081.70	
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.00	0.50	0.50	0.00	2,835.00	2,835.00	50.18%	2,815.00	283.50	
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	0.00	11.91	11.91	0.00	95,243.00	95,243.00	66.14%	48,757.00	9,524.30	
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	0.00	12.50	12.50	0.00	63,750.00	63,750.00	125.00%	-12,750.00	6,375.00	
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	0.00	2.66	2.66	0.00	25,396.00	25,396.00	66.48%	12,804.00	2,539.60	
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.00	0.52	0.52	0.00	5,201.00	5,201.00	52.27%	4,749.00	520.10	
1030	18" MES	8.00	EA	2,500.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00	
1031	24" MES	8.00	EA	3,900.00	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	31,200.00	0.00	
1032	42" MES	2.00	EA	5,850.00	11,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	11,700.00	0.00	
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00	
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00	
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,680.25	0.00	
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00	
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>0.00</b>	<b>38.09</b>	<b>38.09</b>	<b>0.00</b>	<b>320,783.00</b>	<b>320,783.00</b>	<b>26.48%</b>	<b>890,817.50</b>	<b>32,078.30</b>	
	<b>SANITARY SEWER - PH1</b>														
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	0.00	742.75	742.75	0.00	27,779.00	27,779.00	52.60%	25,029.80	2,777.90	
1038	8" PVC (6'-8' CUT)	1,744.00	LF	38.45	67,056.80	0.00	875.58	875.58	0.00	33,666.00	33,666.00	50.21%	33,390.80	3,366.60	
1039	8" PVC (8'-10' CUT)	775.00	LF	41.00	31,775.00	0.00	369.22	369.22	0.00	15,138.00	15,138.00	47.64%	16,637.00	1,513.80	
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	0.00	120.22	120.22	0.00	5,356.00	5,356.00	44.20%	6,761.60	535.60	
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	0.00	48.13	48.13	0.00	2,303.00	2,303.00	41.14%	3,295.45	230.30	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice # : RA2504165

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	0.00	11.17	11.17	0.00	835.00	835.00	21.08%	3,126.75	83.50	
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	0.00	6.90	6.90	0.00	630.00	630.00	17.25%	3,022.00	63.00	
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	0.00	5.73	5.73	0.00	630.00	630.00	14.32%	3,770.00	63.00	
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	0.00	56.66	56.66	0.00	7,366.00	7,366.00	15.15%	41,254.00	736.60	
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	0.00	51.47	51.47	0.00	7,720.00	7,720.00	13.13%	51,080.00	772.00	
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	0.00	12.71	12.71	0.00	1,970.00	1,970.00	22.70%	6,710.00	197.00	
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00	
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	0.00	7.89	7.89	0.00	44,592.00	44,592.00	65.77%	23,208.00	4,459.20	
1050	SANITARY MANHOLE (6'-8' CUT)	7.00	EA	6,450.00	45,150.00	0.00	4.73	4.73	0.00	30,497.00	30,497.00	67.55%	14,653.00	3,049.70	
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.00	0.70	0.70	0.00	5,253.00	5,253.00	69.58%	2,297.00	525.30	
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.00	0.69	0.69	0.00	5,586.00	5,586.00	68.96%	2,514.00	558.60	
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.00	0.67	0.67	0.00	6,976.00	6,976.00	66.44%	3,524.00	697.60	
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.00	0.75	0.75	0.00	15,428.00	15,428.00	75.26%	5,072.00	1,542.80	
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.00	0.75	0.75	0.00	15,747.00	15,747.00	74.99%	5,253.00	1,574.70	
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.00	0.71	0.71	0.00	8,485.00	8,485.00	70.71%	3,515.00	848.50	
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.00	0.75	0.75	0.00	18,352.00	18,352.00	74.91%	6,148.00	1,835.20	
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.00	0.76	0.76	0.00	18,953.00	18,953.00	75.81%	6,047.00	1,895.30	
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	0.00	19.92	19.92	0.00	30,873.00	30,873.00	71.14%	12,527.00	3,087.30	
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	0.00	49.06	49.06	0.00	90,765.00	90,765.00	70.09%	38,735.00	9,076.50	
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	0.00	3,296.87	3,296.87	0.00	52,585.13	52,585.13	62.50%	31,551.12	5,258.51	
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	58,288.75	0.00	
1063	PUMP STATION (8' DIA)	1.00	EA	40,000.00	840,000.00	0.05	0.58	0.63	42,000.00	487,200.00	529,200.00	63.00%	310,800.00	52,920.00	
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	744.60	0.00	744.60	23,454.90	0.00	23,454.90	51.00%	22,535.10	2,345.49	
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.60	0.00	0.60	1,170.00	0.00	1,170.00	60.00%	780.00	117.00	
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	6.00	0.00	6.00	4,710.00	0.00	4,710.00	60.00%	3,140.00	471.00	
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00	
	<b>SANITARY SEWER - PH1 Totals</b>	<b>18,883.00</b>			<b>1,758,659.40</b>	<b>751.25</b>	<b>5,685.36</b>	<b>6,436.61</b>	<b>71,334.90</b>	<b>934,685.13</b>	<b>1,006,020.03</b>	<b>57.20%</b>	<b>752,639.37</b>	<b>100,602.00</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice # : RA2504165

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
	<b>WATER DISTRIBUTION - PH1</b>														
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00	
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	886.40	1,939.00	2,825.40	42,148.32	92,199.45	134,347.77	51.00%	129,079.23	13,434.78	
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	6.00	8.40	14.40	17,700.00	24,780.00	42,480.00	60.00%	28,320.00	4,248.00	
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	6.75	9.45	16.20	3,611.25	5,055.75	8,667.00	60.00%	5,778.00	866.71	
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	1.50	2.10	3.60	1,275.00	1,785.00	3,060.00	60.00%	2,040.00	306.00	
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	2.28	1.50	3.78	19,722.00	12,975.00	32,697.00	63.00%	19,203.00	3,269.70	
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	1.00	1.25	2.25	815.00	1,018.75	1,833.75	45.00%	2,241.25	183.38	
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	10.00	12.50	22.50	16,500.00	20,625.00	37,125.00	45.00%	45,375.00	3,712.50	
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	2.00	2.50	4.50	1,720.00	2,150.00	3,870.00	45.00%	4,730.00	387.00	
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	5.00	6.25	11.25	8,500.00	10,625.00	19,125.00	45.00%	23,375.00	1,912.50	
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,650.00	0.00	
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00	
	<b>WATER DISTRIBUTION - PH1 Totals</b>	<b>11,238.00</b>			<b>580,104.00</b>	<b>920.93</b>	<b>1,982.95</b>	<b>2,903.88</b>	<b>111,991.57</b>	<b>171,213.95</b>	<b>283,205.52</b>	<b>48.82%</b>	<b>296,898.48</b>	<b>28,320.57</b>	
	<b>Adjusted Contract Total</b>				<b>5,088,624.15</b>				<b>183,326.47</b>	<b>1,426,682.08</b>	<b>1,610,008.55</b>	<b>31.64%</b>	<b>1,478,615.60</b>	<b>161,000.87</b>	

## Purchase Order: 2621

# KOLTER

**PO Name:** Ripa - Phase 1 Infrastructure  
**Ordered:** 3/6/2024  
**Revised:**

**Community:** BF-KL Lowery Hills LLC

**Vendor:** RIPA & ASSOCIATES, LLC  
(RIPAAS)  
1409 TECH BLVD. SUITE 1  
TAMPA, FL 33619  
(p) (813)623-6777

**Notes:**

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

### Payment Information

Draw

Draw Amounts

**Subtotal:** \$5,088,624.15  
**Total Tax:** \$0.00  
**Purchase Order Total:** \$5,088,624.15  
**Invoiced To Date:** \$830,861.13

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$164,993.82, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 5 day of May, 2025.

RIPA & ASSOCIATES, LLC

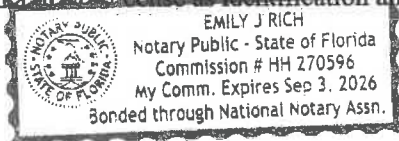
BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 5 day of May, 2025, by Josh Smith, as pm of RIPA Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**From:** [Devin Christian](#)  
**Sent on:** Tuesday, April 1, 2025 2:39:33 PM  
**To:** [Jadabella Valentin](#); [Owen Budorick](#)  
**CC:** [Emily Rich](#); [Josh Smith](#)  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

You don't often get email from dchristian@ripaconstruction.com. [Learn why this is important](#)

**[External Email]**

Jadabella,

Our only lower tier on project is Trans-Phos, a hauler. Contact information below.

Name: Trans-Phos Inc  
Address: P.O. Box 9004 Bartow, FL 33831  
Contact name: Clay Goodison  
Contact information: cgoodison@transphos.com

Thank you,

**Devin Christian**  
Accounts Receivable



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Direct Line (813) 663-6742 . Main (813) 623-6777 . Fax (813) 663-6724  
Email: [dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** Emily Rich <erich@ripaconstruction.com>  
**Sent:** Tuesday, April 1, 2025 2:08 PM  
**To:** Devin Christian <dchristian@ripaconstruction.com>  
**Subject:** FW: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Devin,

Please see below email.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

---

**From:** Jadabella Valentin <  
**Sent:** Tuesday, April 1, 2025 1:52 PM  
**To:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Cc:** Owen Budorick <[OBudorick@brookfieldkolter.com](mailto:OBudorick@brookfieldkolter.com)>  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Emily,

Can you please provide a list of all of the subcontractors being used for this project? Please include the following:

Name  
Address  
Contact name  
Contact information

Thank you!

**Jadabella Valentin**  
Contract Administrator / AP Specialist  
Brookfield Kolter Land Partners LLC  
O: (813) 615-1244 Ext.204

**Brookfield Kolter**  
[LAND PARTNERS](#)

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**From:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Sent:** Monday, March 31, 2025 8:58 AM  
**To:** [landinvoices@brookfieldkolter.com](mailto:landinvoices@brookfieldkolter.com); [debip@barriosengineering.com](mailto:debip@barriosengineering.com); [cbarrios@barriosengineering.com](mailto:cbarrios@barriosengineering.com); [jrodriguez@barriosengineering.com](mailto:jrodriguez@barriosengineering.com)  
**Cc:** Josh Smith <[jsmith@ripaconstruction.com](mailto:jsmith@ripaconstruction.com)>; Devin Christian <[dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com)>  
**Subject:** Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

[External Email]

Hello,

Please find attached RIPA's Pay App #4 for Lowery Hills MG 2,5,6 project, along with the PO and Waiver & Release of Lien.

Any questions regarding items billed this month please contact RIPA PM, Josh Smith.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#6**  
Invoice Date **5/31/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 473,359.33	\$ 47,335.94	\$ 426,023.39
Total This Draw		\$ 473,359.33	\$ 47,335.94	\$ 426,023.39

Prepared by: Kimani Brown

Date: 05/28/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>	473,359.33	47,335.94	47,335.94	426,023.39
<b>App #7</b>				
<b>App #8</b>				
<b>App #9</b>				
	<b>2,083,367.88</b>	<b>208,336.83</b>	<b>208,336.83</b>	<b>1,875,031.05</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA250556

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2183- Lowery Hills Infra

Application No. : 6

Distribution to:

Owner

Engineer

Contractor

Tampa, FL 33637

Period To: 5/31/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$2,083,367.88
5. Retainage:	
a. 10.00% of Completed Work	\$208,336.81
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$208,336.81
6. Total Earned Less Retainage .....	\$1,875,031.07
7. Less Previous Certificates For Payments .....	\$1,449,007.68
8. Current Payment Due This Application .....	\$426,023.39
9. Balance To Finish, Plus Retainage .....	\$3,213,593.08
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$426,023.39

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: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 8/22/24

Josh Smith, Project Manager

State of Florida

Subscribed and sworn to before me this 22

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough

Notary Public - State of Florida



EMILY J RICH  
Notary Public - State of Florida  
Commission # HH 270596  
My Comm. Expires Sep 3, 2026  
Bonded through National Notary Assn.

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$426,023.39

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6  
 Application Date : 05/31/25  
 From: 05/01/25  
 To: 05/31/25

Invoice # : RA250556

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%		
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
	<b>GENERAL CONDITIONS - PH1</b>													
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	72,000.00	0.00
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>72,000.00</b>	<b>0.00</b>
	<b>EARTHWORK - PH1</b>													
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	83,600.00	0.00
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>149,112.50</b>	<b>0.00</b>
	<b>PAVING - PH1</b>													
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	10,920.00	0.00	10,920.00	42.00%	15,080.00	1,092.00
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>0.83%</b>	<b>1,306,227.75</b>	<b>1,092.00</b>
	<b>STORM DRAINAGE - PH1</b>													
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	1,505.70	0.00	1,505.70	88,535.16	0.00	88,535.16	42.00%	122,262.84	8,853.52

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6  
 Application Date : 05/31/25  
 From: 05/01/25  
 To: 05/31/25

Invoice #: RA250556

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%		
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	634.20	0.00	634.20	52,480.05	0.00	52,480.05	42.00%	72,472.45	5,248.01
1018	30" HP STORM	245.00	LF	125.00	30,625.00	102.90	0.00	102.90	12,862.50	0.00	12,862.50	42.00%	17,762.50	1,286.25
1019	36" HP STORM	170.00	LF	135.00	22,950.00	71.40	0.00	71.40	9,639.00	0.00	9,639.00	42.00%	13,311.00	963.90
1020	42" HP STORM	705.00	LF	175.00	123,375.00	296.10	0.00	296.10	51,817.50	0.00	51,817.50	42.00%	71,557.50	5,181.75
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	0.00	5.92	5.92	0.00	76,960.00	76,960.00	45.54%	92,040.00	7,696.00
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	0.00	1.28	1.28	0.00	19,135.00	19,135.00	42.52%	25,865.00	1,913.50
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	0.00	2.15	2.15	0.00	21,446.00	21,446.00	53.62%	18,554.00	2,144.60
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.00	0.66	0.66	0.00	10,817.00	10,817.00	65.56%	5,683.00	1,081.70
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.00	0.50	0.50	0.00	2,835.00	2,835.00	50.18%	2,815.00	283.50
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	0.00	11.91	11.91	0.00	95,243.00	95,243.00	66.14%	48,757.00	9,524.30
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	0.00	12.50	12.50	0.00	63,750.00	63,750.00	125.00%	-12,750.00	6,375.00
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	0.00	2.66	2.66	0.00	25,396.00	25,396.00	66.48%	12,804.00	2,539.60
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.00	0.52	0.52	0.00	5,201.00	5,201.00	52.27%	4,749.00	520.10
1030	18" MES	8.00	EA	2,500.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
1031	24" MES	8.00	EA	3,900.00	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	31,200.00	0.00
1032	42" MES	2.00	EA	5,850.00	11,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	11,700.00	0.00
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,680.25	0.00
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>2,610.30</b>	<b>38.09</b>	<b>2,648.39</b>	<b>215,334.21</b>	<b>320,783.00</b>	<b>536,117.21</b>	<b>44.25%</b>	<b>675,483.29</b>	<b>53,611.73</b>
	<b>SANITARY SEWER - PH1</b>													
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	0.00	742.75	742.75	0.00	27,779.00	27,779.00	52.60%	25,029.80	2,777.90
1038	8" PVC (6'-8' CUT)	1,744.00	LF	38.45	67,056.80	0.00	875.58	875.58	0.00	33,666.00	33,666.00	50.21%	33,390.80	3,366.60
1039	8" PVC (8'-10' CUT)	775.00	LF	41.00	31,775.00	0.00	369.22	369.22	0.00	15,138.00	15,138.00	47.64%	16,637.00	1,513.80
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	0.00	120.22	120.22	0.00	5,356.00	5,356.00	44.20%	6,761.60	535.60
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	0.00	48.13	48.13	0.00	2,303.00	2,303.00	41.14%	3,295.45	230.30

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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Application No. : 6  
 Application Date : 05/31/25  
 From: 05/01/25  
 To: 05/31/25

Invoice # : RA250556

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	0.00	11.17	11.17	0.00	835.00	835.00	21.08%	3,126.75	83.50	
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	0.00	6.90	6.90	0.00	630.00	630.00	17.25%	3,022.00	63.00	
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	0.00	5.73	5.73	0.00	630.00	630.00	14.32%	3,770.00	63.00	
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	317.34	56.66	374.00	41,254.00	7,366.00	48,620.00	100.00%	0.00	4,862.00	
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	340.53	51.47	392.00	51,080.00	7,720.00	58,800.00	100.00%	0.00	5,880.00	
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	43.29	12.71	56.00	6,710.00	1,970.00	8,680.00	100.00%	0.00	868.00	
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00	
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	0.00	7.89	7.89	0.00	44,592.00	44,592.00	65.77%	23,208.00	4,459.20	
1050	SANITARY MANHOLE (6'-8' CUT).	7.00	EA	6,450.00	45,150.00	0.00	4.73	4.73	0.00	30,497.00	30,497.00	67.55%	14,653.00	3,049.70	
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.00	0.70	0.70	0.00	5,253.00	5,253.00	69.58%	2,297.00	525.30	
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.00	0.69	0.69	0.00	5,586.00	5,586.00	68.96%	2,514.00	558.60	
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.00	0.67	-0.67	0.00	6,976.00	6,976.00	66.44%	3,524.00	697.60	
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.00	0.75	0.75	0.00	15,428.00	15,428.00	75.26%	5,072.00	1,542.80	
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.00	0.75	0.75	0.00	15,747.00	15,747.00	74.99%	5,253.00	1,574.70	
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.29	0.71	1.00	3,515.00	8,485.00	12,000.00	100.00%	0.00	1,200.00	
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.25	0.75	1.00	6,148.00	18,352.00	24,500.00	100.00%	0.00	2,450.00	
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.24	0.76	1.00	6,047.00	18,953.00	25,000.00	100.00%	0.00	2,500.00	
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	0.00	19.92	19.92	0.00	30,873.00	30,873.00	71.14%	12,527.00	3,087.30	
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	0.00	49.06	49.06	0.00	90,765.00	90,765.00	70.09%	38,735.00	9,076.50	
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	1,978.13	3,296.87	5,275.00	31,551.12	52,585.13	84,136.25	100.00%	0.00	8,413.62	
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	58,288.75	0.00	
1063	PUMP STATION (8' DIA)	1.00	EA	40,000.00	840,000.00	0.12	0.63	0.75	100,800.00	529,200.00	630,000.00	75.00%	210,000.00	63,000.00	
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	0.00	744.60	744.60	0.00	23,454.90	23,454.90	51.00%	22,535.10	2,345.49	
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.00	0.60	0.60	0.00	1,170.00	1,170.00	60.00%	780.00	117.00	
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	0.00	6.00	6.00	0.00	4,710.00	4,710.00	60.00%	3,140.00	471.00	
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00	
	<b>SANITARY SEWER - PH1 Totals</b>	<b>18,883.00</b>			<b>1,758,659.40</b>	<b>2,680.20</b>	<b>6,436.61</b>	<b>9,116.81</b>	<b>247,105.12</b>	<b>1,006,020.03</b>	<b>1,253,125.15</b>	<b>71.25%</b>	<b>505,534.25</b>	<b>125,312.51</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6  
 Application Date : 05/31/25  
 From: 05/01/25  
 To: 05/31/25

Invoice # : RA250556

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>WATER DISTRIBUTION - PH1</b>															
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00	
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	0.00	2,825.40	2,825.40	0.00	134,347.77	134,347.77	51.00%	129,079.23	13,434.78	
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	0.00	14.40	14.40	0.00	42,480.00	42,480.00	60.00%	28,320.00	4,248.00	
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	0.00	16.20	16.20	0.00	8,667.00	8,667.00	60.00%	5,778.00	866.71	
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	0.00	3.60	3.60	0.00	3,060.00	3,060.00	60.00%	2,040.00	306.00	
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	0.00	3.78	3.78	0.00	32,697.00	32,697.00	63.00%	19,203.00	3,269.70	
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	0.00	2.25	2.25	0.00	1,833.75	1,833.75	45.00%	2,241.25	183.38	
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	0.00	22.50	22.50	0.00	37,125.00	37,125.00	45.00%	45,375.00	3,712.50	
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	0.00	4.50	4.50	0.00	3,870.00	3,870.00	45.00%	4,730.00	387.00	
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	0.00	11.25	11.25	0.00	19,125.00	19,125.00	45.00%	23,375.00	1,912.50	
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,650.00	0.00	
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00	
<b>WATER DISTRIBUTION - PH1 Totals</b>		<b>11,238.00</b>			<b>580,104.00</b>	<b>0.00</b>	<b>2,903.88</b>	<b>2,903.88</b>	<b>0.00</b>	<b>283,205.52</b>	<b>283,205.52</b>	<b>48.82%</b>	<b>296,898.48</b>	<b>28,320.57</b>	
<b>Adjusted Contract Total</b>					<b>5,088,624.15</b>					<b>473,359.33</b>	<b>1,610,008.55</b>	<b>2,083,367.88</b>	<b>40.94%</b>	<b>1,005,256.27</b>	<b>208,336.81</b>

## Purchase Order: 2621

# KOLTER

PO Name: Ripa - Phase 1 Infrastructure  
 Ordered: 3/6/2024  
 Revised:

Community: BF-KL Lowery Hills LLC

Vendor: RIPA & ASSOCIATES, LLC  
 (RIPAAS)  
 1409 TECH BLVD., SUITE 1  
 TAMPA, FL 33619  
 (p) (813)623-6777

Notes:

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

### Payment Information

Draw

Draw Amounts

Subtotal: \$5,088,624.15  
 Total Tax: \$0.00  
 Purchase Order Total: \$5,088,624.15  
 Invoiced To Date: \$830,861.13

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 426,023.39, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 22 day of May 2025.

RIPA & ASSOCIATES, LLC

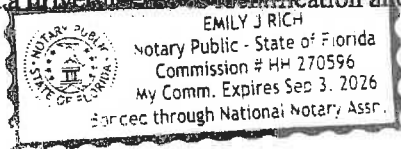
BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 22 day of May, 2025, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**From:** [Devin Christian](#)  
**Sent on:** Tuesday, April 1, 2025 2:39:33 PM  
**To:** [Jadabella Valentin](#); [Owen Budorick](#)  
**CC:** [Emily Rich](#); [Josh Smith](#)  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

You don't often get email from dchristian@ripaconstruction.com. [Learn why this is important](#)

**[External Email]**

Jadabella,

Our only lower tier on project is Trans-Phos, a hauler. Contact information below.

Name: Trans-Phos Inc  
Address: P.O. Box 9004 Bartow, FL 33831  
Contact name: Clay Goodison  
Contact information: cgoodison@transphos.com

Thank you,

**Devin Christian**  
Accounts Receivable



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Direct Line (813) 663-6742 . Main (813) 623-6777 . Fax (813) 663-6724  
Email: [dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** Emily Rich <erich@ripaconstruction.com>  
**Sent:** Tuesday, April 1, 2025 2:08 PM  
**To:** Devin Christian <dchristian@ripaconstruction.com>  
**Subject:** FW: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Devin,

Please see below email.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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**From:** Jadabella Valentin <[jadabella.valentin@ripaconstruction.com](mailto:jadabella.valentin@ripaconstruction.com)>  
**Sent:** Tuesday, April 1, 2025 1:52 PM  
**To:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Cc:** Owen Budorick <[OBudorick@brookfieldkolter.com](mailto:OBudorick@brookfieldkolter.com)>  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Emily,

Can you please provide a list of all of the subcontractors being used for this project? Please include the following:

Name  
Address  
Contact name  
Contact information

Thank you!

**Jadabella Valentin**  
Contract Administrator / AP Specialist  
Brookfield Kolter Land Partners LLC  
O: (813) 615-1244 Ext.204

**Brookfield Kolter**  
[LAND PARTNERS](http://www.brookfieldkolter.com)

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**From:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Sent:** Monday, March 31, 2025 8:58 AM  
**To:** [landinvoices@brookfieldkolter.com](mailto:landinvoices@brookfieldkolter.com); [debip@barriosengineering.com](mailto:debip@barriosengineering.com); [cbarrios@barriosengineering.com](mailto:cbarrios@barriosengineering.com); [jrodriguez@barriosengineering.com](mailto:jrodriguez@barriosengineering.com)  
**Cc:** Josh Smith <[jsmith@ripaconstruction.com](mailto:jsmith@ripaconstruction.com)>; Devin Christian <[dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com)>  
**Subject:** Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

[External Email]

Hello,

Please find attached RIPA's Pay App #4 for Lowery Hills MG 2,5,6 project, along with the PO and Waiver & Release of Lien.

Any questions regarding items billed this month please contact RIPA PM, Josh Smith.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#7**  
Invoice Date **6/30/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 182,324.78	\$ 18,232.47	\$ 164,092.31
Total This Draw		\$ 182,324.78	\$ 18,232.47	\$ 164,092.31

Prepared by: Kimani Brown

Date: 07/02/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>	473,359.33	47,335.94	47,335.94	426,023.39
<b>App #7</b>	182,324.78	18,232.47	18,232.47	164,092.31
<b>App #8</b>				
<b>App #9</b>				
	<b>2,265,692.66</b>	<b>226,569.30</b>	<b>226,569.30</b>	<b>2,039,123.36</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2506105

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
  
Tampa, FL 33637

Project: 23-2183- Lowery Hills Infra

Application No. : 7

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Period To: 6/30/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$2,265,692.66
5. Retainage:	
a. 10.00% of Completed Work	\$226,569.28
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$226,569.28
6. Total Earned Less Retainage .....	\$2,039,123.38
7. Less Previous Certificates For Payments .....	\$1,875,031.07
8. Current Payment Due This Application .....	\$164,092.31
9. Balance To Finish, Plus Retainage .....	\$3,049,500.77
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$164,092.31

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: RIPA & Associates, LLC

By: [Signature] Date: 6/27/25

Josh Smith, Project Manager

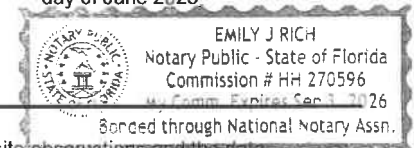
State of: Florida

Subscribed and sworn to before me this 27

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough  
day of June 2025



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$164,092.31

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7  
 Application Date : 06/30/25  
 From: 06/01/25  
 To: 06/30/25

Invoice #: RA2506105

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>GENERAL CONDITIONS - PH1</b>															
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	72,000.00	0.00	72,000.00	100.00%	0.00	7,200.00	
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,000.00</b>	<b>0.00</b>	<b>72,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>7,200.00</b>	
<b>EARTHWORK - PH1</b>															
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00	
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00	
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	22.00	0.00	22.00	8,360.00	0.00	8,360.00	10.00%	75,240.00	836.00	
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00	
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>22.00</b>	<b>0.00</b>	<b>22.00</b>	<b>8,360.00</b>	<b>0.00</b>	<b>8,360.00</b>	<b>5.61%</b>	<b>140,752.50</b>	<b>836.00</b>	
<b>PAVING - PH1</b>															
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00	
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00	
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00	
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00	
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00	
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00	
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00	
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00	
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00	
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00	
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	0.00	10,920.00	10,920.00	42.00%	15,080.00	1,092.00	
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>10,920.00</b>	<b>0.83%</b>	<b>1,306,227.75</b>	<b>1,092.00</b>	
<b>STORM DRAINAGE - PH1</b>															
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	824.55	1,505.70	2,330.25	48,483.54	88,535.16	137,018.70	65.00%	73,779.30	13,701.87	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7  
 Application Date : 06/30/25  
 From: 06/01/25  
 To: 06/30/25

Invoice #: RA2506105

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	0.00	634.20	634.20	0.00	52,480.05	52,480.05	42.00%	72,472.45	5,248.01	
1018	30" HP STORM	245.00	LF	125.00	30,625.00	0.00	102.90	102.90	0.00	12,862.50	12,862.50	42.00%	17,762.50	1,286.25	
1019	36" HP STORM	170.00	LF	135.00	22,950.00	0.00	71.40	71.40	0.00	9,639.00	9,639.00	42.00%	13,311.00	963.90	
1020	42" HP STORM	705.00	LF	175.00	123,375.00	0.00	296.10	296.10	0.00	51,817.50	51,817.50	42.00%	71,557.50	5,181.75	
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	0.00	5.92	5.92	0.00	76,960.00	76,960.00	45.54%	92,040.00	7,696.00	
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	0.00	1.28	1.28	0.00	19,135.00	19,135.00	42.52%	25,865.00	1,913.50	
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	0.00	2.15	2.15	0.00	21,446.00	21,446.00	53.62%	18,554.00	2,144.60	
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.00	0.66	0.66	0.00	10,817.00	10,817.00	65.56%	5,683.00	1,081.70	
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.00	0.50	0.50	0.00	2,835.00	2,835.00	50.18%	2,815.00	283.50	
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	1.06	11.91	12.96	8,437.00	95,243.00	103,680.00	72.00%	40,320.00	10,368.00	
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	0.00	12.50	12.50	0.00	63,750.00	63,750.00	125.00%	-12,750.00	6,375.00	
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	0.00	2.66	2.66	0.00	25,396.00	25,396.00	66.48%	12,804.00	2,539.60	
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.48	0.52	1.00	4,749.00	5,201.00	9,950.00	100.00%	0.00	995.00	
1030	18" MES	8.00	EA	2,500.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00	
1031	24" MES	8.00	EA	3,900.00	31,200.00	2.00	0.00	2.00	7,800.00	0.00	7,800.00	25.00%	23,400.00	780.00	
1032	42" MES	2.00	EA	5,850.00	11,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	11,700.00	0.00	
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00	
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00	
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,680.25	0.00	
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00	
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>828.08</b>	<b>2,648.39</b>	<b>3,476.47</b>	<b>69,469.54</b>	<b>536,117.21</b>	<b>605,586.75</b>	<b>49.98%</b>	<b>606,013.75</b>	<b>60,558.68</b>	
	<b>SANITARY SEWER - PH1</b>														
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	0.00	742.75	742.75	0.00	27,779.00	27,779.00	52.60%	25,029.80	2,777.90	
1038	8" PVC (6'-8' CUT)	1,744.00	LF	38.45	67,056.80	0.00	875.58	875.58	0.00	33,666.00	33,666.00	50.21%	33,390.80	3,366.60	
1039	8" PVC (8'-10' CUT)	775.00	LF	41.00	31,775.00	0.00	369.22	369.22	0.00	15,138.00	15,138.00	47.64%	16,637.00	1,513.80	
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	0.00	120.22	120.22	0.00	5,356.00	5,356.00	44.20%	6,761.60	535.60	
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	22.07	48.13	70.20	1,056.07	2,303.00	3,359.07	60.00%	2,239.38	335.91	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7  
 Application Date : 06/30/25  
 From: 06/01/25  
 To: 06/30/25

Invoice #: RA2506105 Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Unit	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
				Base Contract		Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
				Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application						
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	23.28	11.17	34.45	1,740.14	835.00	2,575.14	65.00%	1,386.61	257.51		
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	33.10	6.90	40.00	3,022.03	630.00	3,652.03	100.00%	-0.03	365.20		
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	34.27	5.73	40.00	3,770.00	630.00	4,400.00	100.00%	0.00	440.00		
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	0.00	374.00	374.00	0.00	48,620.00	48,620.00	100.00%	0.00	4,862.00		
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	0.00	392.00	392.00	0.00	58,800.00	58,800.00	100.00%	0.00	5,880.00		
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	0.00	56.00	56.00	0.00	8,680.00	8,680.00	100.00%	0.00	868.00		
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00		
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	0.00	7.89	7.89	0.00	44,592.00	44,592.00	65.77%	23,208.00	4,459.20		
1050	SANITARY MANHOLE (6'-8' CUT)	7.00	EA	6,450.00	45,150.00	0.00	4.73	4.73	0.00	30,497.00	30,497.00	67.55%	14,653.00	3,049.70		
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.00	0.70	0.70	0.00	5,253.00	5,253.00	69.58%	2,297.00	525.30		
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.00	0.69	0.69	0.00	5,586.00	5,586.00	68.96%	2,514.00	558.60		
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.00	0.67	0.67	0.00	6,976.00	6,976.00	66.44%	3,524.00	697.60		
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.05	0.75	0.80	972.00	15,428.00	16,400.00	80.00%	4,100.00	1,640.00		
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.25	0.75	1.00	5,253.00	15,747.00	21,000.00	100.00%	0.00	2,100.00		
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.00	1.00	1.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00		
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.00	1.00	1.00	0.00	24,500.00	24,500.00	100.00%	0.00	2,450.00		
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.00	1.00	1.00	0.00	25,000.00	25,000.00	100.00%	0.00	2,500.00		
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	2.48	19.92	22.40	3,847.00	30,873.00	34,720.00	80.00%	8,680.00	3,472.00		
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	6.94	49.06	56.00	12,835.00	90,765.00	103,600.00	80.00%	25,900.00	10,360.00		
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	0.00	5,275.00	5,275.00	0.00	84,136.25	84,136.25	100.00%	0.00	8,413.62		
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	58,288.75	0.00		
1063	PUMP STATION (8' DIA)	1.00	EA	40,000.00	840,000.00	0.00	0.75	0.75	0.00	630,000.00	630,000.00	75.00%	210,000.00	63,000.00		
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	0.00	744.60	744.60	0.00	23,454.90	23,454.90	51.00%	22,535.10	2,345.49		
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.00	0.60	0.60	0.00	1,170.00	1,170.00	60.00%	780.00	117.00		
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	0.00	6.00	6.00	0.00	4,710.00	4,710.00	60.00%	3,140.00	471.00		
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00		
	<b>SANITARY SEWER - PH1 Totals</b>	<b>18,883.00</b>			<b>1,758,659.40</b>	<b>122.44</b>	<b>9,116.81</b>	<b>9,239.25</b>	<b>32,495,241</b>	<b>253,125.15</b>	<b>1,285,620.39</b>	<b>73.10%</b>	<b>473,039.01</b>	<b>128,562.03</b>		

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7  
 Application Date : 06/30/25  
 From: 06/01/25  
 To: 06/30/25

Invoice # : RA2506105

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>WATER DISTRIBUTION - PH1</b>															
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00	
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	0.00	2,825.40	2,825.40	0.00	134,347.77	134,347.77	51.00%	129,079.23	13,434.78	
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	0.00	14.40	14.40	0.00	42,480.00	42,480.00	60.00%	28,320.00	4,248.00	
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	0.00	16.20	16.20	0.00	8,667.00	8,667.00	60.00%	5,778.00	866.71	
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	0.00	3.60	3.60	0.00	3,060.00	3,060.00	60.00%	2,040.00	306.00	
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	0.00	3.78	3.78	0.00	32,697.00	32,697.00	63.00%	19,203.00	3,269.70	
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	0.00	2.25	2.25	0.00	1,833.75	1,833.75	45.00%	2,241.25	183.38	
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	0.00	22.50	22.50	0.00	37,125.00	37,125.00	45.00%	45,375.00	3,712.50	
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	0.00	4.50	4.50	0.00	3,870.00	3,870.00	45.00%	4,730.00	387.00	
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	0.00	11.25	11.25	0.00	19,125.00	19,125.00	45.00%	23,375.00	1,912.50	
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,650.00	0.00	
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00	
<b>WATER DISTRIBUTION - PH1 Totals</b>		<b>11,238.00</b>			<b>580,104.00</b>	<b>0.00</b>	<b>2,903.88</b>	<b>2,903.88</b>	<b>0.00</b>	<b>283,205.52</b>	<b>283,205.52</b>	<b>48.82%</b>	<b>296,898.48</b>	<b>28,320.57</b>	
<b>Adjusted Contract Total</b>					<b>5,088,624.15</b>					<b>182,324.78</b>	<b>2,083,367.88</b>	<b>2,265,692.66</b>	<b>44.52%</b>	<b>2,822,931.49</b>	<b>226,569.28</b>

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 164,092.31, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 27 day of June 2025.

RIPA & ASSOCIATES, LLC

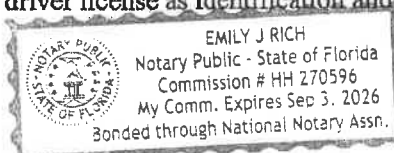
BY: JW

PRINT: Joseph Aldeabed

TITLE: Project Manager

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 27 day of June, 2021, by Joseph Aldeabed as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**Purchase Order: 2621**



PO Name: Ripa - Phase 1 Infrastructure  
 Ordered: 3/6/2024  
 Revised:

Community: BF-KL Lowery Hills LLC

Vendor: RIPA & ASSOCIATES, LLC  
 (RIPAAS)  
[1409 TECH BLVD., SUITE 1](#)  
 TAMPA, FL 33619  
 (p) (813)623-6777

Notes:

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

**Payment Information**

Draw

Draw Amounts

Subtotal: \$5,088,624.15  
 Total Tax: \$0.00  
 Purchase Order Total: \$5,088,624.15  
 Invoiced To Date: \$830,861.13

**Terms and Conditions**

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Waiver and Release of Lien**

The undersigned Lienor, in consideration of the sum of \$ 10.00 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 6-24-2025 to Ripa & Associates, LLC on the job of BF-KL Lowery Hills, LLC / Kolter Land on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Legal: 26-27-27-000000-012030  
Sec 27; Twns 27S; Rng 26E  
Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

Dated on JUNE 24, 2025

Lienor: ENVIRONMENTAL EQUIPMENT SALES, INC.  
(Company Name)

By: Colleen Wimple  
(Signature)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24TH day of JUNE, 2025 by COLLEEN WIMBLE as TREASURER for ENVIRONMENTAL EQUIPMENT SALES, INC. to do business in Florida herein identified as the TREASURER and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of FLORIDA )



KATHY E. STEIN  
Commission # HH 633452  
Expires January 29, 2029

Kathy Stein  
Notary Public  
KATHY STEIN  
Printed Name of Notary Public  
My Commission Expires: 1-29-2029

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#8**  
Invoice Date **7/31/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 444,473.92	\$ 44,447.38	\$ 400,026.53
Total This Draw		\$ 444,473.92	\$ 44,447.38	\$ 400,026.53

Prepared by: Kimani Brown

Date: 09/24/25

PAY THIS AMOUNT

Approved by: Owen Budorick

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>	473,359.33	47,335.94	47,335.94	426,023.39
<b>App #7</b>	182,324.78	18,232.47	18,232.47	164,092.31
<b>App #8</b>	444,473.92	44,447.38	44,447.38	400,026.53
<b>App #9</b>				
	<b>2,710,166.58</b>	<b>271,016.68</b>	<b>271,016.68</b>	<b>2,439,149.89</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2507115

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2183- Lowery Hills Infra

Application No.: 8

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Tampa, FL 33637

Period To: 7/31/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

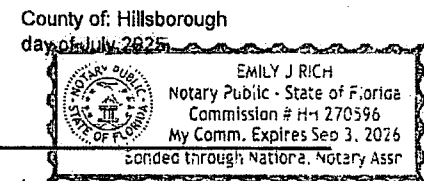
1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$2,710,166.58
5. Retainage:	
a. 10.00% of Completed Work	\$271,016.67
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$271,016.67
6. Total Earned Less Retainage .....	\$2,439,149.91
7. Less Previous Certificates For Payments .....	\$2,039,123.38
8. Current Payment Due This Application .....	\$400,026.53
9. Balance To Finish, Plus Retainage .....	\$2,649,474.24
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$400,026.53

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: RIPA & Associates, LLC

By: [Signature] Date: 7/31/25  
Josh Smith, Project Manager

State of: Florida  
Subscribed and sworn to before me this 31 day of July, 2025  
Notary Public:  
My Commission expires: Emily Reich



**ENGINEER'S CERTIFICATE FOR PAYMENT**  
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$400,026.53

*(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.)*

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
Net Changes By Change Order	<b>\$0.00</b>	

ENGINEER:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8  
 Application Date : 07/31/25  
 From: 07/01/25  
 To: 07/31/25

Invoice # : RA2507115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
<b>GENERAL CONDITIONS - PH1</b>														
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	0.00	72,000.00	72,000.00	100.00%	0.00	7,200.00
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,000.00</b>	<b>72,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>7,200.00</b>
<b>EARTHWORK - PH1</b>														
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	0.00	22.00	22.00	0.00	8,360.00	8,360.00	10.00%	75,240.00	836.00
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>0.00</b>	<b>22.00</b>	<b>22.00</b>	<b>0.00</b>	<b>8,360.00</b>	<b>8,360.00</b>	<b>5.61%</b>	<b>140,752.50</b>	<b>836.00</b>
<b>PAVING - PH1</b>														
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	0.00	10,920.00	10,920.00	42.00%	15,080.00	1,092.00
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>10,920.00</b>	<b>0.83%</b>	<b>1,306,227.75</b>	<b>1,092.00</b>
<b>STORM DRAINAGE - PH1</b>														
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	1,075.50	2,330.25	3,405.75	63,239.40	137,018.70	200,258.10	95.00%	10,539.90	20,025.81

# CONTINUATION SHEET

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 From: 07/01/25  
 To: 07/31/25

Invoice # : RA2507115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	498.30	634.20	1,132.50	41,234.33	52,480.05	93,714.38	75.00%	31,238.12	9,371.44
1018	30" HP STORM	245.00	LF	125.00	30,625.00	142.10	102.90	245.00	17,762.50	12,862.50	30,625.00	100.00%	0.00	3,062.50
1019	36" HP STORM	170.00	LF	135.00	22,950.00	98.60	71.40	170.00	13,311.00	9,639.00	22,950.00	100.00%	0.00	2,295.00
1020	42" HP STORM	705.00	LF	175.00	123,375.00	183.30	296.10	479.40	32,077.50	51,817.50	83,895.00	68.00%	39,480.00	8,389.50
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	2.27	5.92	8.19	29,510.00	76,960.00	106,470.00	63.00%	62,530.00	10,647.00
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	1.72	1.28	3.00	25,865.00	19,135.00	45,000.00	100.00%	0.00	4,500.00
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	0.00	2.15	2.15	0.00	21,446.00	21,446.00	53.62%	18,554.00	2,144.60
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.34	0.66	1.00	5,683.00	10,817.00	16,500.00	100.00%	0.00	1,650.00
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.00	0.50	0.50	0.00	2,835.00	2,835.00	50.18%	2,815.00	283.50
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	2.34	12.96	15.30	18,720.00	103,680.00	122,400.00	85.00%	21,600.00	12,240.00
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	-2.50	12.50	10.00	-12,750.00	63,750.00	51,000.00	100.00%	0.00	5,100.00
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	0.00	2.66	2.66	0.00	25,396.00	25,396.00	66.48%	12,804.00	2,539.60
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.00	1.00	1.00	0.00	9,950.00	9,950.00	100.00%	0.00	995.00
1030	18" MES	8.00	EA	2,500.00	20,000.00	8.00	0.00	8.00	20,000.00	0.00	20,000.00	100.00%	0.00	2,000.00
1031	24" MES	8.00	EA	3,900.00	31,200.00	2.00	2.00	4.00	7,800.00	7,800.00	15,600.00	50.00%	15,600.00	1,560.00
1032	42" MES	2.00	EA	5,850.00	11,700.00	2.00	0.00	2.00	11,700.00	0.00	11,700.00	100.00%	0.00	1,170.00
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,680.25	0.00
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>2,013.98</b>	<b>3,476.47</b>	<b>6,490.45</b>	<b>274,152.73</b>	<b>605,586.75</b>	<b>879,739.48</b>	<b>72.61%</b>	<b>331,861.02</b>	<b>87,973.95</b>
	<b>SANITARY SEWER - PH1</b>													
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	669.25	742.75	1,412.00	25,029.80	27,779.00	52,808.80	100.00%	0.00	5,280.88
1038	8" PVC (6'-8' CUT)	1,744.00	LF	38.45	67,056.80	868.42	875.58	1,744.00	33,390.80	33,666.00	67,056.80	100.00%	0.00	6,705.68
1039	8" PVC (8'-10' CUT)	775.00	LF	41.00	31,775.00	405.78	369.22	775.00	16,637.00	15,138.00	31,775.00	100.00%	0.00	3,177.50
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	151.78	120.22	272.00	6,761.60	5,356.00	12,117.60	100.00%	0.00	1,211.76
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	46.80	70.20	117.00	2,239.38	3,359.07	5,598.45	100.00%	0.00	559.85

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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 Application Date : 07/31/25  
 From: 07/01/25  
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Invoice # : RA2507115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	18.55	34.45	53.00	1,386.61	2,575.14	3,961.75	100.00%	0.00	396.17
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	0.00	40.00	40.00	0.00	3,652.03	3,652.03	100.00%	-0.03	365.20
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	0.00	40.00	40.00	0.00	4,400.00	4,400.00	100.00%	0.00	440.00
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	0.00	374.00	374.00	0.00	48,620.00	48,620.00	100.00%	0.00	4,862.00
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	0.00	392.00	392.00	0.00	58,800.00	58,800.00	100.00%	0.00	5,880.00
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	0.00	56.00	56.00	0.00	8,680.00	8,680.00	100.00%	0.00	868.00
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,550.00	0.00
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	4.11	7.89	12.00	23,208.00	44,592.00	67,800.00	100.00%	0.00	6,780.00
1050	SANITARY MANHOLE (6'-8' CUT)	7.00	EA	6,450.00	45,150.00	2.27	4.73	7.00	14,653.00	30,497.00	45,150.00	100.00%	0.00	4,515.00
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.30	0.70	1.00	2,297.00	5,253.00	7,550.00	100.00%	0.00	755.00
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.31	0.69	1.00	2,514.00	5,586.00	8,100.00	100.00%	0.00	810.00
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.34	0.67	1.00	3,524.00	6,976.00	10,500.00	100.00%	0.00	1,050.00
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.20	0.80	1.00	4,100.00	16,400.00	20,500.00	100.00%	0.00	2,050.00
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.00	1.00	1.00	0.00	21,000.00	21,000.00	100.00%	0.00	2,100.00
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.00	1.00	1.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.00	1.00	1.00	0.00	24,500.00	24,500.00	100.00%	0.00	2,450.00
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.00	1.00	1.00	0.00	25,000.00	25,000.00	100.00%	0.00	2,500.00
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	5.60	22.40	28.00	8,680.00	34,720.00	43,400.00	100.00%	0.00	4,340.00
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	14.00	56.00	70.00	25,900.00	103,600.00	129,500.00	100.00%	0.00	12,950.00
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	0.00	5,275.00	5,275.00	0.00	84,136.25	84,136.25	100.00%	0.00	8,413.62
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	58,288.75	0.00
1063	PUMP STATION (8' DIA)	1.00	EA	40,000.00	840,000.00	0.00	0.75	0.75	0.00	630,000.00	630,000.00	75.00%	210,000.00	63,000.00
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	0.00	744.60	744.60	0.00	23,454.90	23,454.90	51.00%	22,535.10	2,345.49
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.00	0.60	0.60	0.00	1,170.00	1,170.00	60.00%	780.00	117.00
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	0.00	6.00	6.00	0.00	4,710.00	4,710.00	60.00%	3,140.00	471.00
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00
	<b>SANITARY SEWER - PH1 Totals</b>	<b>18,883.00</b>			<b>1,758,659.40</b>	<b>2,187.70</b>	<b>9,239.25</b>	<b>11,426.95</b>	<b>170,321.19</b>	<b>1,285,620.39</b>	<b>1,455,941.58</b>	<b>82.79%</b>	<b>302,717.82</b>	<b>145,594.15</b>

# CONTINUATION SHEET

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			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>WATER DISTRIBUTION - PH1</b>															
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00	
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	0.00	2,825.40	2,825.40	0.00	134,347.77	134,347.77	51.00%	129,079.23	13,434.78	
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	0.00	14.40	14.40	0.00	42,480.00	42,480.00	60.00%	28,320.00	4,248.00	
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	0.00	16.20	16.20	0.00	8,667.00	8,667.00	60.00%	5,778.00	866.71	
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	0.00	3.60	3.60	0.00	3,060.00	3,060.00	60.00%	2,040.00	306.00	
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	0.00	3.78	3.78	0.00	32,697.00	32,697.00	63.00%	19,203.00	3,269.70	
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	0.00	2.25	2.25	0.00	1,833.75	1,833.75	45.00%	2,241.25	183.38	
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	0.00	22.50	22.50	0.00	37,125.00	37,125.00	45.00%	45,375.00	3,712.50	
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	0.00	4.50	4.50	0.00	3,870.00	3,870.00	45.00%	4,730.00	387.00	
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	0.00	11.25	11.25	0.00	19,125.00	19,125.00	45.00%	23,375.00	1,912.50	
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,650.00	0.00	
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00	
	<b>WATER DISTRIBUTION - PH1 Totals</b>	<b>11,238.00</b>			<b>580,104.00</b>	<b>0.00</b>	<b>2,903.88</b>	<b>2,903.88</b>	<b>0.00</b>	<b>283,205.52</b>	<b>283,205.52</b>	<b>48.82%</b>	<b>296,898.48</b>	<b>28,320.57</b>	
<b>Adjusted Contract Total</b>					<b>5,088,624.15</b>					<b>444,473.92</b>	<b>2,265,692.66</b>	<b>2,710,166.58</b>	<b>53.26%</b>	<b>2,378,457.57</b>	<b>271,016.67</b>

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 400,026.53, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 31 day of July 2025.

RIPA & ASSOCIATES, LLC

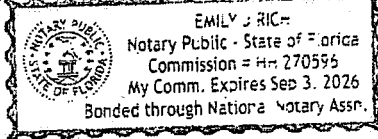
BY: [Signature]

PRINT: Ryan Craft

TITLE: Project Manager

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by [] physical presence or [] online notarization this 31 day of July, 2025, by Ryan Craft, as PM of RIPA & Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

## Purchase Order: 2621

# KOLTER

PO Name: Ripa - Phase 1 Infrastructure  
Ordered: 3/6/2024  
Revised:

Community: BF-KL Lowery Hills LLC

Vendor: RIPA & ASSOCIATES, LLC  
(RIPAAS)  
1409 TECH BLVD., SUITE 1  
TAMPA, FL 33619  
(p) (813)623-6777

Notes:

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

### Payment Information

Draw

Draw Amounts

Subtotal: \$5,088,624.15  
Total Tax: \$0.00  
Purchase Order Total: \$5,088,624.15  
Invoiced To Date: \$830,861.13

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

### Conditional Waiver and Release of Lien

Upon the receipt and clearance of the check, undersigned Lienor, in consideration of the sum of \$ 400,026.53 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 7/31/2025 to BF-KL Lowery Hills, LLC on the job of BF-KL Lowery Hills, LLC on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Sec 27; Twns 27s; Rng 26e  
Polk County, FL

Upon receipt of check the undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project will be paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

Dated on 9/15/25

Lienor: Ripa & Associates, LLC  
(Company Name)

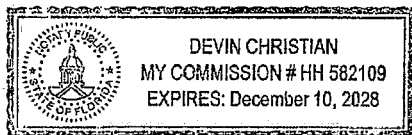
By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September 2025 by Nolan Line as CFO for Ripa & Associates, LLC to do business in Florida herein identified as the CFO and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of Florida)

[Signature]



Notary Public  
Devin Christian

Printed Name of Notary Public  
My Commission Expires: 12/10/28

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY

### Conditional Waiver and Release of Lien

Upon the receipt and clearance of the check, undersigned Lienor, in consideration of the sum of \$ 482,193.42 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 8/31/2025 to BF-KL Lowery Hills, LLC on the job of BF-KL Lowery Hills, LLC on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Sec 27; Twns 27s; Rng 26e  
Polk County, FL

Upon receipt of check the undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project will be paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

This release excludes PA # 23-2183-08 dated 7/31/25 in the amount of \$400,026.53 which remains unpaid  
Dated on 9/15/25

Lienor: Ripa & Associates, LLC  
(Company Name)

By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September 2025 by Nolan Line as CFO for Ripa & Associates, LLC to do business in Florida herein identified as the CFO and who is  Personally Known, or  Produced Identification  
Type of Identification Produced

NOTARY SEAL:  
(Signature of Notary Public – State of Florida)

[Signature]



Notary Public  
Devin Christian

Printed Name of Notary Public  
My Commission Expires: 12/10/28

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY

**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned Lienor, in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to lien for labor, services, or materials furnished to Ripa & Associates, LLC on the job of BF-KL Lowery Hills, LLC / Kolter Land on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Legal: 26-27-27-000000-012030  
Sec 27; Twns 27S; Rng 26E  
Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full.

Dated on July 14, 2025

Lienor: West Florida Aggregates  
(Company Name)

By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of JULY, 2025, by DAVID K. JONES as GENERAL MANAGER for WEST FLORIDA AGGREGATES authorized to do business in Florida herein identified as the \_\_\_\_\_ and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of FLORIDA)



GLENNAD. SMITH  
Commission # HH 299662  
Expires September 26, 2026

Glennad D. Smith  
Notary Public  
GLENNAD D. SMITH  
Printed Name of Notary Public  
My Commission Expires: 9-26-26

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned Lienor, in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to lien for labor, services, or materials furnished to Ripa & Associates, LLC on the job of BF-KL Lowery Hills, LLC / Kolter Land on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Legal: 26-27-27-000000-012030  
Sec 27; Twns 27S; Rng 26E  
Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full.

Dated on 9-10-2025

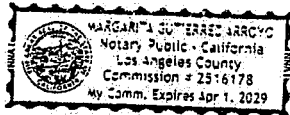
Lienor: NATIONAL TRENCH SAFETY  
(Company Name)

By: [Signature]  
(Signature)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of SEPT, 2025, by LETICIA TANUVASA as Collection Assist. for National Trench Safety authorized to do business in Florida herein identified as the COLLECTION ASSIST and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of CALIFORNIA)



[Signature]  
Notary Public

MARGARITA G. ARROYO

Printed Name of Notary Public

My Commission Expires: 4-1-2029

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#9**  
Invoice Date **8/31/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 535,770.48	\$ 53,577.04	\$ 482,193.42
Total This Draw		\$ 535,770.48	\$ 53,577.04	\$ 482,193.42

Prepared by: Kimani Brown

Date: 09/24/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>	473,359.33	47,335.94	47,335.94	426,023.39
<b>App #7</b>	182,324.78	18,232.47	18,232.47	164,092.31
<b>App #8</b>	444,473.92	44,447.38	44,447.38	400,026.53
<b>App #9</b>	535,770.48	53,577.04	53,577.04	482,193.42
<b>App #10</b>				
<b>App #11</b>				
	<b>3,245,937.06</b>	<b>324,593.72</b>	<b>324,593.72</b>	<b>2,921,343.31</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2508159

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
  
Tampa, FL 33637

Project: 23-2183- Lowery Hills Infra

Application No. : 9

Distribution to :  
 Owner  
 Engineer  
 Contractor

Period To: 8/31/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$3,245,937.06
5. Retainage:	
a. 10.00% of Completed Work	\$324,593.73
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$324,593.73
6. Total Earned Less Retainage .....	\$2,921,343.33
7. Less Previous Certificates For Payments .....	\$2,439,149.91
8. Current Payment Due This Application .....	\$482,193.42
9. Balance To Finish, Plus Retainage .....	\$2,167,280.82
10. Previous Applications Unpaid .....	\$400,026.53
11. Total Amount Unpaid to Date .....	\$882,219.95

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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: RIPA & Associates, LLC

By: [Signature] Date: 9/2/25

Josh Smith, Project Manager

State of: Florida

Subscribed and sworn to before me this 2

Notary Public:

My Commission expires: Emily J Rich



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$482,193.42

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

ENGINEER:

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

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

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
 Application Date : 08/31/25  
 From: 08/01/25  
 To: 08/31/25

Invoice #: RA2508159

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>GENERAL CONDITIONS - PH1</b>															
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	0.00	72,000.00	72,000.00	100.00%	0.00	7,200.00	
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,000.00</b>	<b>72,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>7,200.00</b>	
<b>EARTHWORK - PH1</b>															
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00	
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00	
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	0.00	22.00	22.00	0.00	8,360.00	8,360.00	10.00%	75,240.00	836.00	
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00	
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>0.00</b>	<b>22.00</b>	<b>22.00</b>	<b>0.00</b>	<b>8,360.00</b>	<b>8,360.00</b>	<b>5.61%</b>	<b>140,752.50</b>	<b>836.00</b>	
<b>PAVING - PH1</b>															
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00	
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00	
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00	
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00	
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00	
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00	
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00	
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00	
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00	
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00	
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	0.00	10,920.00	10,920.00	42.00%	15,080.00	1,092.00	
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>10,920.00</b>	<b>0.83%</b>	<b>1,306,227.75</b>	<b>1,092.00</b>	
<b>STORM DRAINAGE - PH1</b>															
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	0.00	3,405.75	3,405.75	0.00	200,258.10	200,258.10	95.00%	10,539.90	20,025.81	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
 Application Date : 08/31/25  
 From: 08/01/25  
 To: 08/31/25

Invoice # : RA2508159

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	377.50	1,132.50	1,510.00	31,238.12	93,714.38	124,952.50	100.00%	0.00	12,495.25	
1018	30" HP STORM	245.00	LF	125.00	30,625.00	0.00	245.00	245.00	0.00	30,625.00	30,625.00	100.00%	0.00	3,062.50	
1019	36" HP STORM	170.00	LF	135.00	22,950.00	0.00	170.00	170.00	0.00	22,950.00	22,950.00	100.00%	0.00	2,295.00	
1020	42" HP STORM	705.00	LF	175.00	123,375.00	225.60	479.40	705.00	39,480.00	83,895.00	123,375.00	100.00%	0.00	12,337.50	
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	4.81	8.19	13.00	62,530.00	106,470.00	169,000.00	100.00%	0.00	16,900.00	
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	0.00	3.00	3.00	0.00	45,000.00	45,000.00	100.00%	0.00	4,500.00	
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	1.86	2.15	4.00	18,554.00	21,446.00	40,000.00	100.00%	0.00	4,000.00	
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.00	1.00	1.00	0.00	16,500.00	16,500.00	100.00%	0.00	1,650.00	
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.50	0.50	1.00	2,815.00	2,835.00	5,650.00	100.00%	0.00	565.00	
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	1.80	15.30	17.10	14,400.00	122,400.00	136,800.00	95.00%	7,200.00	13,680.00	
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	0.00	10.00	10.00	0.00	51,000.00	51,000.00	100.00%	0.00	5,100.00	
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	1.14	2.66	3.80	10,894.00	25,396.00	36,290.00	95.00%	1,910.00	3,629.00	
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.00	1.00	1.00	0.00	9,950.00	9,950.00	100.00%	0.00	995.00	
1030	18" MES	8.00	EA	2,500.00	20,000.00	0.00	8.00	8.00	0.00	20,000.00	20,000.00	100.00%	0.00	2,000.00	
1031	24" MES	8.00	EA	3,900.00	31,200.00	4.00	4.00	8.00	15,600.00	15,600.00	31,200.00	100.00%	0.00	3,120.00	
1032	42" MES	2.00	EA	5,850.00	11,700.00	0.00	2.00	2.00	0.00	11,700.00	11,700.00	100.00%	0.00	1,170.00	
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00	
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00	
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	6,215.00	0.00	6,215.00	45,680.25	0.00	45,680.25	100.00%	0.00	4,568.03	
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00	
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>6,832.20</b>	<b>5,490.45</b>	<b>12,322.65</b>	<b>241,191.37</b>	<b>879,739.48</b>	<b>1,120,930.85</b>	<b>92.52%</b>	<b>90,669.65</b>	<b>112,093.09</b>	
	<b>SANITARY SEWER - PH1</b>														
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	0.00	1,412.00	1,412.00	0.00	52,808.80	52,808.80	100.00%	0.00	5,280.88	
1038	8" PVC (6-8' CUT)	1,744.00	LF	38.45	67,056.80	0.00	1,744.00	1,744.00	0.00	67,056.80	67,056.80	100.00%	0.00	6,705.68	
1039	8" PVC (8-10' CUT)	775.00	LF	41.00	31,775.00	0.00	775.00	775.00	0.00	31,775.00	31,775.00	100.00%	0.00	3,177.50	
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	0.00	272.00	272.00	0.00	12,117.60	12,117.60	100.00%	0.00	1,211.76	
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	0.00	117.00	117.00	0.00	5,598.45	5,598.45	100.00%	0.00	559.85	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
 Application Date : 08/31/25  
 From: 08/01/25  
 To: 08/31/25

Invoice # : RA2508159

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	0.00	53.00	53.00	0.00	3,961.75	3,961.75	100.00%	0.00	396.17	
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	0.00	40.00	40.00	0.00	3,652.03	3,652.03	100.00%	-0.03	365.20	
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	0.00	40.00	40.00	0.00	4,400.00	4,400.00	100.00%	0.00	440.00	
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	0.00	374.00	374.00	0.00	48,620.00	48,620.00	100.00%	0.00	4,862.00	
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	0.00	392.00	392.00	0.00	58,800.00	58,800.00	100.00%	0.00	5,880.00	
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	0.00	56.00	56.00	0.00	8,680.00	8,680.00	100.00%	0.00	868.00	
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	1.00	0.00	1.00	1,550.00	0.00	1,550.00	100.00%	0.00	155.00	
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	0.00	12.00	12.00	0.00	67,800.00	67,800.00	100.00%	0.00	6,780.00	
1050	SANITARY MANHOLE (6'-8' CUT)	7.00	EA	6,450.00	45,150.00	0.00	7.00	7.00	0.00	45,150.00	45,150.00	100.00%	0.00	4,515.00	
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.00	1.00	1.00	0.00	7,550.00	7,550.00	100.00%	0.00	755.00	
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.00	1.00	1.00	0.00	8,100.00	8,100.00	100.00%	0.00	810.00	
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.00	1.00	1.00	0.00	10,500.00	10,500.00	100.00%	0.00	1,050.00	
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.00	1.00	1.00	0.00	20,500.00	20,500.00	100.00%	0.00	2,050.00	
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.00	1.00	1.00	0.00	21,000.00	21,000.00	100.00%	0.00	2,100.00	
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.00	1.00	1.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00	
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.00	1.00	1.00	0.00	24,500.00	24,500.00	100.00%	0.00	2,450.00	
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.00	1.00	1.00	0.00	25,000.00	25,000.00	100.00%	0.00	2,500.00	
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	0.00	28.00	28.00	0.00	43,400.00	43,400.00	100.00%	0.00	4,340.00	
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	0.00	70.00	70.00	0.00	129,500.00	129,500.00	100.00%	0.00	12,950.00	
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	0.00	5,275.00	5,275.00	0.00	84,136.25	84,136.25	100.00%	0.00	8,413.62	
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	2,637.50	0.00	2,637.50	29,144.38	0.00	29,144.38	50.00%	29,144.37	2,914.44	
1063	PUMP STATION (8' DIA)	1.00	EA	40,000.00	840,000.00	0.00	0.75	0.75	0.00	630,000.00	630,000.00	75.00%	210,000.00	63,000.00	
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	642.40	744.60	1,387.00	20,235.60	23,454.90	43,690.50	95.00%	2,299.50	4,369.05	
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.35	0.60	0.95	682.50	1,170.00	1,852.50	95.00%	97.50	185.25	
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	3.50	6.00	9.50	2,747.50	4,710.00	7,457.50	95.00%	392.50	745.75	
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00	
	<b>SANITARY SEWER - PH1 Totals</b>	<b>18,883.00</b>			<b>1,758,659.40</b>	<b>3,284.75</b>	<b>11,426.95</b>	<b>14,711.70</b>	<b>54,359.98</b>	<b>1,455,941.58</b>	<b>1,510,301.56</b>	<b>85.88%</b>	<b>248,357.84</b>	<b>151,030.15</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
 Application Date : 08/31/25  
 From : 08/01/25  
 To : 08/31/25

Invoice # : RA2508159

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract		Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place			Prev Application			
<b>WATER DISTRIBUTION - PH1</b>															
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00	
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	2,437.60	2,825.40	5,263.00	115,907.88	134,347.77	250,255.65	95.00%	13,171.35	25,025.57	
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	8.40	14.40	22.80	24,780.00	42,480.00	67,260.00	95.00%	3,540.00	6,726.00	
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	9.45	16.20	25.65	5,055.75	8,667.00	13,722.75	95.00%	722.25	1,372.29	
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	2.10	3.60	5.70	1,785.00	3,060.00	4,845.00	95.00%	255.00	484.50	
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	2.22	3.78	6.00	19,203.00	32,697.00	51,900.00	100.00%	0.00	5,190.00	
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	2.50	2.25	4.75	2,037.50	1,833.75	3,871.25	95.00%	203.75	387.13	
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	25.00	22.50	47.50	41,250.00	37,125.00	78,375.00	95.00%	4,125.00	7,837.50	
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	5.00	4.50	9.50	4,300.00	3,870.00	8,170.00	95.00%	430.00	817.00	
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	12.50	11.25	23.75	21,250.00	19,125.00	40,375.00	95.00%	2,125.00	4,037.50	
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	3.00	0.00	3.00	4,650.00	0.00	4,650.00	100.00%	0.00	465.00	
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00	
<b>WATER DISTRIBUTION - PH1 Totals</b>		<b>11,238.00</b>			<b>580,104.00</b>	<b>2,507.77</b>	<b>2,903.88</b>	<b>5,411.65</b>	<b>240,219.13</b>	<b>283,205.52</b>	<b>523,424.65</b>	<b>90.23%</b>	<b>56,679.35</b>	<b>52,342.49</b>	
<b>Adjusted Contract Total</b>					<b>5,088,624.15</b>				<b>535,770.48</b>	<b>710,166.58</b>	<b>3,245,937.06</b>	<b>63.79%</b>	<b>1,842,687.09</b>	<b>324,593.73</b>	

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 482,193.42, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 2 day of September 2025.

RIPA & ASSOCIATES, LLC

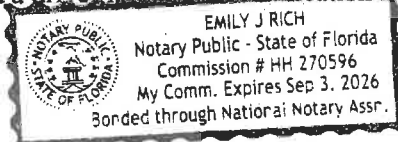
BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 2 day of September, 2025, by Josh Smith, as PM of RIPA & Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**Purchase Order: 2621**

 <b>PO Name:</b> Ripa - Phase 1 Infrastructure <b>Ordered:</b> 3/6/2024 <b>Revised:</b>	<b>Community:</b> BF-KL Lowery Hills LLC	<b>Vendor:</b> RIPA & ASSOCIATES, LLC (RIPAAS) 1409 TECH BLVD., SUITE 1 TAMPA, FL 33619 (p) (813)623-6777
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**Notes:**

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

**Payment Information**

<u>Draw</u>	<u>Draw Amounts</u>	<b>Subtotal:</b> \$5,088,624.15 <b>Total Tax:</b> \$0.00 <b>Purchase Order Total:</b> \$5,088,624.15 <b>Invoiced To Date:</b> \$830,861.13
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**Terms and Conditions**

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

## Waiver and Release of Lien

The undersigned Lienor, in consideration of the sum of \$ 10.00 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 7/31/2025 to Ripa & Associates, LLC on the job of BF-KL Lowery Hills, LLC / Kolter Land on the following described property:

Ripa Job # 23-2183

Lowery Hills

Legal: 26-27-27-000000-012030

Sec 27; Twns 27S; Rng 26E

Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

Dated on September 3, 2025

Lienor: Environmental Equipment Sales, Inc.

(Company Name)

By: Colleen Wimble

(Signature)

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of September, 2025, by Colleen Wimble as Treasurer for Environmental Equipment Sales, Inc. to do business in Florida herein identified as the Treasurer and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:

(Signature of Notary Public – State of Florida)

Kathy Stein

Notary Public

NOTARY PUBLIC

KATHY E. STEIN

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2621/App#10**  
Invoice Date **9/30/2025**  
APPLY TO PO # LandDev **2621**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 41,821.85	\$ 4,182.19	\$ 37,639.65
Total This Draw		\$ 41,821.85	\$ 4,182.19	\$ 37,639.65

Prepared by: Kimani Brown

Date: 10/14/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	359,343.13	35,934.31	35,934.31	323,408.82
<b>App #2</b>	471,518.00	47,151.80	47,151.80	424,366.20
<b>App #3</b>	346,827.20	34,682.73	34,682.73	312,144.47
<b>App #4</b>	248,993.75	24,899.39	24,899.39	224,094.37
<b>App #5</b>	183,326.47	18,332.66	18,332.66	164,993.81
<b>App #6</b>	473,359.33	47,335.94	47,335.94	426,023.39
<b>App #7</b>	182,324.78	18,232.47	18,232.47	164,092.31
<b>App #8</b>	444,473.92	44,447.38	44,447.38	400,026.53
<b>App #9</b>	535,770.48	53,577.04	53,577.04	482,193.42
<b>App #10</b>	41,821.85	4,182.19	4,182.19	37,639.65
<b>App #11</b>				
	<b>3,287,758.91</b>	<b>328,775.90</b>	<b>328,775.90</b>	<b>2,958,982.96</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2509115

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2183- Lowery Hills Infra

Application No. : 10

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Tampa, FL 33637

Period To: 9/30/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 2621

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$5,088,624.15
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$5,088,624.15
4. Total Completed and Stored To Date .....	\$3,287,758.91
5. Retainage:	
a. 10.00% of Completed Work	\$328,775.93
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$328,775.93
6. Total Earned Less Retainage .....	\$2,958,982.98
7. Less Previous Certificates For Payments .....	\$2,921,343.33
8. Current Payment Due This Application .....	\$37,639.65
9. Balance To Finish, Plus Retainage .....	\$2,129,641.17
10. Previous Applications Unpaid .....	\$882,219.95
11. Total Amount Unpaid to Date .....	\$919,859.60

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: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 9/25/24

Josh Smith, Project Manager

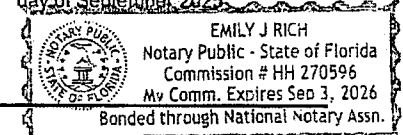
State of: Florida

Subscribed and sworn to before me this 29

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough  
day of September 2025



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$37,639.65

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10  
 Application Date : 09/30/25  
 From: 09/01/25  
 To: 09/30/25

Invoice # : RA2509115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Unit	Contract Sum to Date										
				Base Contract		Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
				Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
<b>GENERAL CONDITIONS - PH1</b>														
1000	MOBILIZATION	0.00	LS	0.00	72,000.00	0.00	0.00	0.00	0.00	72,000.00	72,000.00	100.00%	0.00	7,200.00
	<b>GENERAL CONDITIONS - PH1 Totals</b>	<b>0.00</b>			<b>72,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72,000.00</b>	<b>72,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>7,200.00</b>
<b>EARTHWORK - PH1</b>														
1001	SOD 2' BOC / EOP - BAHIA	1,850.00	SY	3.25	6,012.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,012.50	0.00
1002	SEED & MULCH DISTURBED AREA	46,250.00	SY	0.40	18,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,500.00	0.00
1003	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	220.00	LF	380.00	83,600.00	0.00	22.00	22.00	0.00	8,360.00	8,360.00	10.00%	75,240.00	836.00
1004	FINAL GRADING	0.00	LS	0.00	41,000.00	0.00	0.00	0.00	4,100.00	0.00	4,100.00	10.00%	36,900.00	410.00
	<b>EARTHWORK - PH1 Totals</b>	<b>48,320.00</b>			<b>149,112.50</b>	<b>0.00</b>	<b>22.00</b>	<b>22.00</b>	<b>4,100.00</b>	<b>8,360.00</b>	<b>12,460.00</b>	<b>8.36%</b>	<b>136,652.50</b>	<b>1,246.00</b>
<b>PAVING - PH1</b>														
1005	2" TYPE SP ASPHALT - ONE LIFT	12,930.00	SY	27.95	361,393.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	361,393.50	0.00
1006	8" LIMEROCK BASE (LBR 100)	12,930.00	SY	20.75	268,297.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	268,297.50	0.00
1007	12" STABILIZED SUBGRADE (LBR-40)	13,850.00	SY	11.15	154,427.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	154,427.50	0.00
1008	STABILIZED CURB PAD	8,325.00	LF	3.85	32,051.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	32,051.25	0.00
1009	MIAMI CURB	8,325.00	LF	25.85	215,201.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	215,201.25	0.00
1010	TYPE "B" CURB	290.00	LF	28.50	8,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,265.00	0.00
1011	TYPE "D" CURB - TRENCH	95.00	LF	27.05	2,569.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,569.75	0.00
1012	4" CONCRETE SIDEWALK	10,530.00	SF	8.30	87,399.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	87,399.00	0.00
1013	4" PERVIOUS CONCRETE SIDEWALK	11,710.00	SF	13.30	155,743.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,743.00	0.00
1014	5' ADA HANDICAPPED RAMP	4.00	EA	1,450.00	5,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
1015	SIGNAGE & STRIPING	0.00	LS	0.00	26,000.00	0.00	0.00	0.00	0.00	10,920.00	10,920.00	42.00%	15,080.00	1,092.00
	<b>PAVING - PH1 Totals</b>	<b>78,989.00</b>			<b>1,317,147.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,920.00</b>	<b>10,920.00</b>	<b>0.83%</b>	<b>1,306,227.75</b>	<b>1,092.00</b>
<b>STORM DRAINAGE - PH1</b>														
1016	18" HP STORM	3,585.00	LF	58.80	210,798.00	0.00	3,405.75	3,405.75	0.00	200,258.10	200,258.10	95.00%	10,539.90	20,025.81

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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Application No. : 10  
 Application Date : 09/30/25  
 From : 09/01/25  
 To : 09/30/25

Invoice # : RA2509115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
1017	24" HP STORM	1,510.00	LF	82.75	124,952.50	0.00	1,510.00	1,510.00	0.00	124,952.50	124,952.50	100.00%	0.00	12,495.25
1018	30" HP STORM	245.00	LF	125.00	30,625.00	0.00	245.00	245.00	0.00	30,625.00	30,625.00	100.00%	0.00	3,062.50
1019	36" HP STORM	170.00	LF	135.00	22,950.00	0.00	170.00	170.00	0.00	22,950.00	22,950.00	100.00%	0.00	2,295.00
1020	42" HP STORM	705.00	LF	175.00	123,375.00	0.00	705.00	705.00	0.00	123,375.00	123,375.00	100.00%	0.00	12,337.50
1021	FDOT TYPE P-1 CURB INLET	13.00	EA	13,000.00	169,000.00	0.00	13.00	13.00	0.00	169,000.00	169,000.00	100.00%	0.00	16,900.00
1022	FDOT TYPE P-2 CURB INLET	3.00	EA	15,000.00	45,000.00	0.00	3.00	3.00	0.00	45,000.00	45,000.00	100.00%	0.00	4,500.00
1023	FDOT TYPE P-4 CURB INLET	4.00	EA	10,000.00	40,000.00	0.00	4.00	4.00	0.00	40,000.00	40,000.00	100.00%	0.00	4,000.00
1024	FDOT TYPE J-1 CURB INLET	1.00	EA	16,500.00	16,500.00	0.00	1.00	1.00	0.00	16,500.00	16,500.00	100.00%	0.00	1,650.00
1025	TYPE E GRATE INLET	1.00	EA	5,650.00	5,650.00	0.00	1.00	1.00	0.00	5,650.00	5,650.00	100.00%	0.00	565.00
1026	VALLEY GUTTER INLET	18.00	EA	8,000.00	144,000.00	0.90	17.10	18.00	7,200.00	136,800.00	144,000.00	100.00%	0.00	14,400.00
1027	TYPE P MANHOLE	10.00	EA	5,100.00	51,000.00	0.00	10.00	10.00	0.00	51,000.00	51,000.00	100.00%	0.00	5,100.00
1028	TYPE J MANHOLE	4.00	EA	9,550.00	38,200.00	0.20	3.80	4.00	1,910.00	36,290.00	38,200.00	100.00%	0.00	3,820.00
1029	CONTROL STRUCTURE TYPE E	1.00	EA	9,950.00	9,950.00	0.00	1.00	1.00	0.00	9,950.00	9,950.00	100.00%	0.00	995.00
1030	18" MES	8.00	EA	2,500.00	20,000.00	0.00	8.00	8.00	0.00	20,000.00	20,000.00	100.00%	0.00	2,000.00
1031	24" MES	8.00	EA	3,900.00	31,200.00	0.00	8.00	8.00	0.00	31,200.00	31,200.00	100.00%	0.00	3,120.00
1032	42" MES	2.00	EA	5,850.00	11,700.00	0.00	2.00	2.00	0.00	11,700.00	11,700.00	100.00%	0.00	1,170.00
1033	RIP RAP @ END SECTION	16.00	EA	660.00	10,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,560.00	0.00
1034	RIP RAP SUMP	2.00	EA	3,350.00	6,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,700.00	0.00
1035	DEWATERING	6,215.00	LF	7.35	45,680.25	0.00	6,215.00	6,215.00	0.00	45,680.25	45,680.25	100.00%	0.00	4,568.03
1036	STORM SEWER TESTING	6,215.00	LF	8.65	53,759.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	53,759.75	0.00
	<b>STORM DRAINAGE - PH1 Totals</b>	<b>18,736.00</b>			<b>1,211,600.50</b>	<b>1.10</b>	<b>12,322.65</b>	<b>12,323.75</b>	<b>9,110.00</b>	<b>1,120,930.85</b>	<b>1,130,040.85</b>	<b>93.27%</b>	<b>81,559.65</b>	<b>113,004.09</b>
	<b>SANITARY SEWER - PH1</b>													
1037	8" PVC (0-6' CUT)	1,412.00	LF	37.40	52,808.80	0.00	1,412.00	1,412.00	0.00	52,808.80	52,808.80	100.00%	0.00	5,280.88
1038	8" PVC (6'-8' CUT)	1,744.00	LF	38.45	67,056.80	0.00	1,744.00	1,744.00	0.00	67,056.80	67,056.80	100.00%	0.00	6,705.68
1039	8" PVC (8'-10' CUT)	775.00	LF	41.00	31,775.00	0.00	775.00	775.00	0.00	31,775.00	31,775.00	100.00%	0.00	3,177.50
1040	8" PVC (10'-12' CUT)	272.00	LF	44.55	12,117.60	0.00	272.00	272.00	0.00	12,117.60	12,117.60	100.00%	0.00	1,211.76
1041	8" PVC (12'-14' CUT)	117.00	LF	47.85	5,598.45	0.00	117.00	117.00	0.00	5,598.45	5,598.45	100.00%	0.00	559.85

# CONTINUATION SHEET

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Application No. : 10  
 Application Date : 09/30/25  
 From: 09/01/25  
 To: 09/30/25

Invoice # : RA2509115

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%	Balance To Finish To Date	Retainage To Date
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
1042	8" PVC (14'-16' CUT)	53.00	LF	74.75	3,961.75	0.00	53.00	53.00	0.00	3,961.75	3,961.75	100.00%	0.00	396.17
1043	8" PVC (16'-18' CUT)	40.00	LF	91.30	3,652.00	0.00	40.00	40.00	0.00	3,652.00	3,652.00	100.00%	-0.03	365.20
1044	8" PVC (18'-20' CUT)	40.00	LF	110.00	4,400.00	0.00	40.00	40.00	0.00	4,400.00	4,400.00	100.00%	0.00	440.00
1045	8" PVC (20'-22' CUT)	374.00	LF	130.00	48,620.00	0.00	374.00	374.00	0.00	48,620.00	48,620.00	100.00%	0.00	4,862.00
1046	8" PVC (22'-24' CUT)	392.00	LF	150.00	58,800.00	0.00	392.00	392.00	0.00	58,800.00	58,800.00	100.00%	0.00	5,880.00
1047	12" PVC (20'-22' CUT)	56.00	LF	155.00	8,680.00	0.00	56.00	56.00	0.00	8,680.00	8,680.00	100.00%	0.00	868.00
1048	8" STUB & PLUG	1.00	EA	1,550.00	1,550.00	0.00	1.00	1.00	0.00	1,550.00	1,550.00	100.00%	0.00	155.00
1049	SANITARY MANHOLE (0'-6' CUT)	12.00	EA	5,650.00	67,800.00	0.00	12.00	12.00	0.00	67,800.00	67,800.00	100.00%	0.00	6,780.00
1050	SANITARY MANHOLE (6'-8' CUT)	7.00	EA	6,450.00	45,150.00	0.00	7.00	7.00	0.00	45,150.00	45,150.00	100.00%	0.00	4,515.00
1051	SANITARY MANHOLE (8'-10' CUT)	1.00	EA	7,550.00	7,550.00	0.00	1.00	1.00	0.00	7,550.00	7,550.00	100.00%	0.00	755.00
1052	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	8,100.00	8,100.00	0.00	1.00	1.00	0.00	8,100.00	8,100.00	100.00%	0.00	810.00
1053	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	10,500.00	10,500.00	0.00	1.00	1.00	0.00	10,500.00	10,500.00	100.00%	0.00	1,050.00
1054	SANITARY MANHOLE (20'-22' CUT)	1.00	EA	20,500.00	20,500.00	0.00	1.00	1.00	0.00	20,500.00	20,500.00	100.00%	0.00	2,050.00
1055	SANITARY MANHOLE (22'-24' CUT)	1.00	EA	21,000.00	21,000.00	0.00	1.00	1.00	0.00	21,000.00	21,000.00	100.00%	0.00	2,100.00
1056	SANITARY DROP MANHOLE (12'-14' CUT)	1.00	EA	12,000.00	12,000.00	0.00	1.00	1.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00
1057	SANITARY DROP MANHOLE (20'-22' CUT)	1.00	EA	24,500.00	24,500.00	0.00	1.00	1.00	0.00	24,500.00	24,500.00	100.00%	0.00	2,450.00
1058	SANITARY DROP MANHOLE (22'-24' CUT)	1.00	EA	25,000.00	25,000.00	0.00	1.00	1.00	0.00	25,000.00	25,000.00	100.00%	0.00	2,500.00
1059	SINGLE SERVICE CONNECTION	28.00	EA	1,550.00	43,400.00	0.00	28.00	28.00	0.00	43,400.00	43,400.00	100.00%	0.00	4,340.00
1060	DOUBLE SERVICE CONNECTION	70.00	EA	1,850.00	129,500.00	0.00	70.00	70.00	0.00	129,500.00	129,500.00	100.00%	0.00	12,950.00
1061	DEWATERING	5,275.00	LF	15.95	84,136.25	0.00	5,275.00	5,275.00	0.00	84,136.25	84,136.25	100.00%	0.00	8,413.62
1062	SANITARY SEWER TESTING	5,275.00	LF	11.05	58,288.75	0.00	2,637.50	2,637.50	0.00	29,144.38	29,144.38	50.00%	29,144.37	2,914.44
1063	PUMP STATION (8' DIA)	1.00	EA	80,000.00	840,000.00	0.00	0.75	0.75	0.00	630,000.00	630,000.00	75.00%	210,000.00	63,000.00
1064	6" PVC FORCEMAIN (DR 18)	1,460.00	LF	31.50	45,990.00	73.00	1,387.00	1,460.00	2,299.50	43,690.50	45,990.00	100.00%	0.00	4,599.00
1065	6" PLUG VALVE ASSEMBLY	1.00	EA	1,950.00	1,950.00	0.05	0.95	1.00	97.50	1,852.50	1,950.00	100.00%	0.00	195.00
1066	6" MJ BEND	10.00	EA	785.00	7,850.00	0.50	9.50	10.00	392.50	7,457.50	7,850.00	100.00%	0.00	785.00
1067	PRESSURE TESTING	1,460.00	LF	4.40	6,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,424.00	0.00
<b>SANITARY SEWER - PH1 Totals</b>		<b>18,883.00</b>			<b>1,758,659.40</b>	<b>73.55</b>	<b>14,711.70</b>	<b>14,785.25</b>	<b>2,789.50</b>	<b>1,510,301.56</b>	<b>1,513,091.06</b>	<b>86.04%</b>	<b>245,568.34</b>	<b>151,309.10</b>

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			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
<b>WATER DISTRIBUTION - PH1</b>														
1068	TEMPORARY JUMPER	1.00	EA	5,650.00	5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,650.00	0.00
1069	8" PVC WATER MAIN (DR 18)	5,540.00	LF	47.55	263,427.00	277.00	5,263.00	5,540.00	13,171.35	250,255.65	263,427.00	100.00%	0.00	26,342.71
1070	8" GATE VALVE ASSEMBLY	24.00	EA	2,950.00	70,800.00	1.20	22.80	24.00	3,540.00	67,260.00	70,800.00	100.00%	0.00	7,080.00
1071	8" MJ BEND	27.00	EA	535.00	14,445.00	1.35	25.65	27.00	722.25	13,722.75	14,445.00	100.00%	0.00	1,444.52
1072	8" MJ TEE	6.00	EA	850.00	5,100.00	0.30	5.70	6.00	255.00	4,845.00	5,100.00	100.00%	0.00	510.00
1073	FIRE HYDRANT ASSEMBLY	6.00	EA	8,650.00	51,900.00	0.00	6.00	6.00	0.00	51,900.00	51,900.00	100.00%	0.00	5,190.00
1074	SINGLE SERVICE SHORT	5.00	EA	815.00	4,075.00	0.25	4.75	5.00	203.75	3,871.25	4,075.00	100.00%	0.00	407.51
1075	DOUBLE SERVICE SHORT	50.00	EA	1,650.00	82,500.00	2.50	47.50	50.00	4,125.00	78,375.00	82,500.00	100.00%	0.00	8,250.00
1076	SINGLE SERVICE LONG	10.00	EA	860.00	8,600.00	0.50	9.50	10.00	430.00	8,170.00	8,600.00	100.00%	0.00	860.00
1077	DOUBLE SERVICE LONG	25.00	EA	1,700.00	42,500.00	1.25	23.75	25.00	2,125.00	40,375.00	42,500.00	100.00%	0.00	4,250.00
1078	WATER SERVICE TO LIFT STATION	1.00	EA	1,250.00	1,250.00	1.00	0.00	1.00	1,250.00	0.00	1,250.00	100.00%	0.00	125.00
1079	TEMPORARY BLOWOFF ASSEMBLY	3.00	EA	1,550.00	4,650.00	0.00	3.00	3.00	0.00	4,650.00	4,650.00	100.00%	0.00	465.00
1080	CHLORINATION & PRESSURE TESTING	5,540.00	LF	4.55	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,207.00	0.00
<b>WATER DISTRIBUTION - PH1 Totals</b>		<b>11,238.00</b>			<b>580,104.00</b>	<b>285.35</b>	<b>5,411.65</b>	<b>5,697.00</b>	<b>25,822.35</b>	<b>523,424.65</b>	<b>549,247.00</b>	<b>94.68%</b>	<b>30,857.00</b>	<b>54,924.74</b>

Adjusted Contract Total

5,088,624.15

41,821.853,245,937.06 3,287,758.91 64.61% 1,800,865.24 328,775.93

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 37,639.65, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 29 day of September 2025.

RIPA & ASSOCIATES, LLC

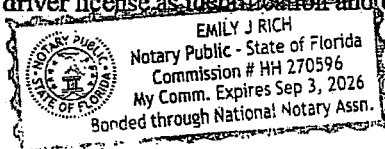
BY: \_\_\_\_\_

PRINT: Josh Smith

TITLE: Mr. Proj Mgr

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 29 day of September, 2025, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

# Purchase Order: 2621

# KOLTER

PO Name: Ripa - Phase 1 Infrastructure  
Ordered: 3/6/2024  
Revised:

Community: BF-KL Lowery Hills LLC

Vendor: RIPA & ASSOCIATES, LLC  
(RIPAAS)  
1409 TECH BLVD., SUITE 1  
TAMPA, FL 33619  
(p) (813)623-6777

### Notes:

Phase 1W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Mobilization - Earthwork	0	\$5,088,624.15	\$5,088,624.15	\$830,861.13

### Payment Information

Draw

Draw Amounts

Subtotal: \$5,088,624.15  
Total Tax: \$0.00  
Purchase Order Total: \$5,088,624.15  
Invoiced To Date: \$830,861.13

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

### Conditional Waiver and Release of Lien

Upon the receipt and clearance of the check, undersigned Lienor, in consideration of the sum of \$ 400,026.53 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 7/31/2025 to BF-KL Lowery Hills, LLC on the job of BF-KL Lowery Hills, LLC on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Sec 27; Twns 27s; Rng 26e  
Polk County, FL

Upon receipt of check the undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project will be paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

Dated on 9/15/25

Lienor: Ripa & Associates, LLC  
(Company Name)

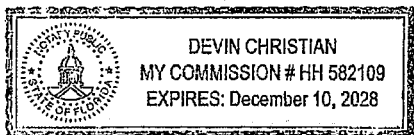
By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15th day of September 2025 by Nolan Line as CFO for Ripa & Associates, LLC to do business in Florida herein identified as the CFO and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of Florida)

[Signature]



Notary Public  
Devin Christian

Printed Name of Notary Public  
My Commission Expires: 12/10/28

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY

### Conditional Waiver and Release of Lien

Upon the receipt and clearance of the check, undersigned Lienor, in consideration of the sum of \$ 482,193.42 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 8/31/2025 to BF-KL Lowery Hills, LLC on the job of BF-KL Lowery Hills, LLC on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Sec 27; Twns 27s; Rng 26e  
Polk County, FL

Upon receipt of check the undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project will be paid in full through the date specified. This waiver and release does not cover any retention owed nor does it cover labor, services, or materials invoiced after the date specified.

This release excludes PA # 23-2183-08 dated 7/31/25 in the amount of \$400,026.53 which remains unpaid  
Dated on 9/15/25

Lienor: Ripa & Associates, LLC  
(Company Name)

By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September, 2025 by Nolan Line as CFO for Ripa & Associates, LLC to do business in Florida herein identified as the CFO and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of Florida)

[Signature]



Notary Public:  
Devin Christian

Printed Name of Notary Public  
My Commission Expires: 2/10/28

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY

**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned Lienor, in consideration of the sum of \$ 10.00 hereby waives and releases its lien and right to lien for labor, services, or materials furnished to Ripa & Associates, LLC \_\_\_\_\_ on the job of BF-KL Lowery Hills, LLC / Kolter Land \_\_\_\_\_ on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Legal: 26-27-27-000000-012030  
Sec 27: Twns 27S; Rng 26E  
Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full.

Dated on July 14, 2025

Lienor: West Florida Aggregates  
(Company Name)

By: [Signature]  
(Signature)

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of JULY, 2025, by DAVID K. JONES as GENERAL MANAGER for WEST FLORIDA AGGREGATES authorized to do business in Florida herein identified as the \_\_\_\_\_ and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of FLORIDA)



GLENNAD. SMITH  
Commission # HH 299662  
Expires September 26, 2026

Glenna D. Smith  
Notary Public  
GLENNAD. SMITH  
Printed Name of Notary Public  
My Commission Expires: 9-26-26

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned Lienor, in consideration of the sum of **\$ 10.00** hereby waives and releases its lien and right to lien for labor, services, or materials furnished to Ripa & Associates, LLC on the job of BF-KL Lowery Hills, LLC / Kolter Land on the following described property:

Ripa Job # 23-2183

Lowery Hills  
Legal: 26-27-27-000000-012030  
Sec 27; Twns 27S; Rng 26E  
Polk County, FL

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full.

Dated on 9-10-2025

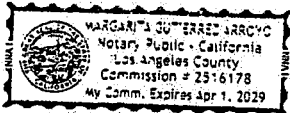
Lienor: NATIONAL TRENCH SAFETY  
(Company Name)

By: [Signature]  
(Signature)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of SEPT, 2025, by LETICIA TANUVASA as Collection Assist. for National Trench Safety authorized to do business in Florida herein identified as the COLLECTION ASSIST and who is  Personally Known, or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

NOTARY SEAL:  
(Signature of Notary Public – State of CALIFORNIA)



[Signature]  
Notary Public

MARGARITA G. ARROYO  
Printed Name of Notary Public

My Commission Expires: 4-1-2029

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUTES (1996), EFFECTIVE OCTOBER 1, 1996. A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

Fishkind Litigation Services, Inc  
 3504 Lake Lynda Dr, Suite 107  
 Orlando, FL 32817 US  
 4077219304  
 kimv@fishkindls.com

**BILL TO**  
 KANNER/96TH STREET  
 INVESTMENTS LLC  
 105 NE 1st St  
 Delray Beach, FL 33444

**INVOICE 1776**

**DATE 09/30/2025 TERMS Net 30**

**DUE DATE 10/30/2025**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/09/2025	HHF	Review documents and data, develop analysis, draft report, and consult with Edghill	1:00	600.00	600.00
09/09/2025	NPR	Project support	2:00	375.00	750.00
09/09/2025	NPR	Project support	0:30	375.00	187.50
09/15/2025	NPR	Project support	0:30	375.00	187.50
09/17/2025	NPR	Project support	0:30	375.00	187.50
09/22/2025	NPR	Project support	0:30	375.00	187.50
09/23/2025	HHF	Zoom with client and counsel, prep and follow up	1:00	600.00	600.00
09/23/2025	NPR	Project support	0:30	375.00	187.50
09/24/2025	NPR	Project support	0:30	375.00	187.50
09/25/2025	RIE	Supporting Hank - reviewing and analyzing staff report and other production	6:00	500.00	3,000.00
09/26/2025	RIE	Supporting Hank - reviewing and analyzing staff report and constructing needs analysis	6:00	500.00	3,000.00

Pay invoice

**TOTAL DUE \$9,075.00**

PARTIAL WAIVER AND RELEASE OF LIEN

KANNER/96<sup>TH</sup> STREET INVESTMENTS LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor (Contractor), in consideration of the sum of \$9,075.00 paid by Kanner/96<sup>TH</sup> Street Investments LLC (Owner), hereby waives and releases any and all liens, claims, rights to claim a lien and claims of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property described as follows:

PCN(s): 13394000003000001 & 13394000001000005

on account of any and all labor, services and/or materials, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property through 9/30/25.

The undersigned hereby represents and warrants to Owner that the undersigned has paid all of its laborers, subcontractors, suppliers, and materialmen for all of the foregoing labor, services and/or materials performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 30<sup>th</sup> day of September 2025.

Fishkind Litigation Services, Inc (Contractor)

BY: [Signature]  
PRINT: HANK FISHKIND, Ph.D.  
TITLE: PRESIDENT

STATE OF FLORIDA  
COUNTY OF ORANGE

This instrument was acknowledged before me by means of  physical presence or  online notarization this 30<sup>th</sup> day of September, 2025 by HANK FISHKIND, Ph.D., on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: [Signature]  
PRINT: Nancy P. Rohal  
COMMISSION # HH449090



**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – MASS GRADE PART 1 PROJECT]**

Payment Applications #5-6 ("Pay Application")

Total Pay Application Amount: \$202,100.35

CDD Eligible Amount: \$155,620.74

Developer: BF-KL Lowery Hills LLC ("Developer")

Contractor: Ripa & Associates, LLC ("Contractor")

Site CDD Work Contract: *Contractor Agreement*, dated June 14, 2023 ("Contract")

Engineer's Report: *Engineer's Report*, dated June 2023, as supplemented from time to time (together, "Engineer's Report")

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 1, 2025.

BF-KL LOWERY HILLS LLC

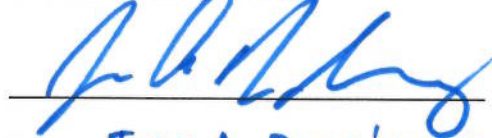
  
Name: James P. Harvey

Title: Authorized Signatory

Date: November 3, 2025

**DISTRICT ENGINEER CERTIFICATION** - The undersigned District Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies (provided however that it is understood that a portion of the materials for the Assessment Area One Project are included within this requisition, but site work permits for the installation of such materials are still pending); and (E) based on the above certificate of the Developer, subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Assessment Area One Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement. Notwithstanding anything in the foregoing, the District Engineer has not had an opportunity to inspect the improvements as installed and is not addressing the opinion in 3 (G)(iii) of the Acquisition Agreement.

**BARRIOS ENGINEERING LLC**



Name: JOSE A. RODRIGUEZ

Title: ENG. OF RECORD

Date: 11/6/2025

- Exhibit A:** Payment Application, with District Items Identified
- Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**

**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – MASS GRADE PART 1 PROJECT]**

Payment Applications #5-6 ("Pay Application")

Total Pay Application Amount: \$202,100.35

CDD Eligible Amount: \$155,620.74

Contractor: Ripa & Associates, LLC ("Contractor")

Site Work Contract: *Contractor Agreement*, dated June 14, 2023 ("Contract")

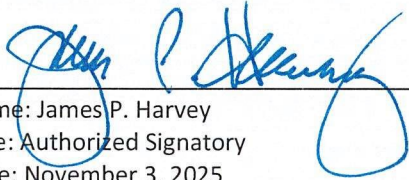
THIS BILL OF SALE is made to be effective as of the 3rd day of November, 2025, by and between **BF-KL Lowery Hills LLC**, a Florida limited liability company ("Grantor"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 and **Lowery Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.


Signed, sealed and delivered by:

**BF-KL LOWERY HILLS LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: November 3, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

Check Request				
BF-KL Lowery Hills				
Vendor Name	RIPA & Associates, LLC			
Vendor Code	RIPAAS			
Invoice #	2156/App#5			
Invoice Date	3/31/2024			
APPLY TO PO # LandDev	2156			
Special Handling Instructions:				
Additional Information				
Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ -	\$ -	\$ -
Total This Draw		\$ -	\$ -	\$ -
Prepared by: R'Khal Hargro		Date: 04/12/24		
Approved by: Candice Bain				

net due is zero for application #5. Change order amount is 207,900.

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retentior</b>	<b>Total Payment</b>
<b>App #1</b>	702,470.35	70,247.04	70,247.04	632,223.31
<b>App #2</b>	560,487.98	56,048.80	56,048.80	504,439.20
<b>App #3</b>	636,329.06	63,632.91	63,632.91	572,696.14
<b>App #4</b>	121,716.00	12,171.60	12,171.60	109,544.40
<b>App #5</b>	-	-	-	-
<b>App #6</b>	-	-	-	-
	<b>2,021,003.39</b>	<b>202,100.34</b>	<b>202,100.34</b>	<b>1,818,903.05</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2403

Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2168- Lowery Hills

Application No.: 5

Distribution to:

Owner

Engineer

Contractor

Tampa, FL 33637

no release needed  
as it is net zero

Period To: 3/31/2024

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO# 2156

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,228,903.40
2. Net Change By Change Order .....	-\$207,900.00
3. Contract Sum To Date .....	\$2,021,003.40
4. Total Completed and Stored To Date .....	\$2,021,003.40
5. Retainage:	
a. 10.00% of Completed Work	\$202,100.35
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$202,100.35
6. Total Earned Less Retainage .....	\$1,818,903.05
7. Less Previous Certificates For Payments .....	\$1,818,903.05
8. Current Payment Due This Application .....	\$0.00
9. Balance To Finish, Plus Retainage .....	\$202,100.35
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$207,900.00
TOTALS	\$0.00	\$207,900.00
Net Changes By Change Order	<b>-\$207,900.00</b>	

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.

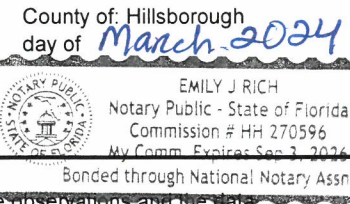
CONTRACTOR: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 3/11/24

Josh Smith, Project Manager  
State of Florida

Subscribed and sworn to before me this 11  
Notary Public:

My Commission expires: Emily J Rich



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$0.00

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

ENGINEER:

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

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

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 03/31/24  
 From: 03/01/24  
 To: 03/31/24

Invoice # : RA2403 Contract : 23-2168- Lowery Hills

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%		
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
0	Lowery Hills	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1025	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	-630.00	LF	330.00	-207,900.00	-630.00	0.00	-630.00	-207,900.00	0.00	-207,900.00	100.00%	0.00	-20,790.00
	<b>WORK Totals</b>	<b>-630.00</b>			<b>-207,900.00</b>	<b>-630.00</b>	<b>0.00</b>	<b>-630.00</b>	<b>-207,900.00</b>	<b>0.00</b>	<b>-207,900.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>-20,790.00</b>
	<b>GENERAL CONDITIONS</b>													
1001	MOBILIZATION	0.00	LS	0.00	45,000.00	0.00	0.00	0.00	0.00	45,000.00	45,000.00	100.00%	0.00	4,500.00
1002	NPDES COMPLIANCE	0.00	LS	0.00	12,000.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00
1003	CONST. STAKEOUT / RECORD SURVEY - BY OTHERS	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1004	CONSTRUCTION ENTRANCE	2.00	EA	5,400.00	10,800.00	0.00	2.00	2.00	0.00	10,800.00	10,800.00	100.00%	0.00	1,080.00
1005	SILT FENCE	3,670.00	LF	1.70	6,239.00	0.00	3,670.00	3,670.00	0.00	6,239.00	6,239.00	100.00%	0.00	623.90
1006	DOUBLE SILT FENCE	5,110.00	LF	3.40	17,374.00	0.00	5,110.00	5,110.00	0.00	17,374.00	17,374.00	100.00%	0.00	1,737.40
1007	DEMO EXISTING FENCE	19,625.00	LF	1.85	36,306.25	0.00	19,625.00	19,625.00	0.00	36,306.25	36,306.25	100.00%	0.00	3,630.63
	<b>GENERAL CONDITIONS Totals</b>	<b>28,407.00</b>			<b>127,719.25</b>	<b>0.00</b>	<b>28,407.00</b>	<b>28,407.00</b>	<b>0.00</b>	<b>127,719.25</b>	<b>127,719.25</b>	<b>100.00%</b>	<b>0.00</b>	<b>12,771.93</b>
	<b>EARTHWORK</b>													
1008	CLEARING & GRUBBING (BURN ONSITE)	0.00	LS	0.00	65,500.00	0.00	0.00	0.00	0.00	65,500.00	65,500.00	100.00%	0.00	6,550.00
1009	STRIP / PREP SITE	0.00	LS	0.00	53,000.00	0.00	0.00	0.00	0.00	53,000.00	53,000.00	100.00%	0.00	5,300.00
1010	SITE EXCAVATION	386,266.00	CY	3.40	1,313,304.40	0.00	386,266.00	386,266.00	0.00	1,313,304.40	1,313,304.40	100.00%	0.00	131,330.44
1011	SOD POND SLOPES - BAHIA	105,835.00	SY	3.25	343,963.75	0.00	105,835.00	105,835.00	0.00	343,963.75	343,963.75	100.00%	0.00	34,396.38
1012	SEED & MULCH DISTURBED AREAS / POND BOTTOMS	293,790.00	SY	0.40	117,516.00	0.00	293,790.00	293,790.00	0.00	117,516.00	117,516.00	100.00%	0.00	11,751.60
1013	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	630.00	LF	330.00	207,900.00	630.00	0.00	630.00	207,900.00	0.00	207,900.00	100.00%	0.00	20,790.00
	<b>EARTHWORK Totals</b>	<b>786,521.00</b>			<b>2,101,184.15</b>	<b>630.00</b>	<b>785,891.00</b>	<b>786,521.00</b>	<b>207,900.00</b>	<b>1,893,284.15</b>	<b>2,101,184.15</b>	<b>100.00%</b>	<b>0.00</b>	<b>210,118.42</b>
	<b>Adjusted Contract Total</b>				<b>2,021,003.40</b>				<b>0.00</b>	<b>2,021,003.40</b>	<b>2,021,003.40</b>	<b>100.00%</b>	<b>0.00</b>	<b>202,100.35</b>

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2156/App#6RET**  
Invoice Date **3/31/2024**  
APPLY TO PO # LandDev **2156**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159	Retainage Release	\$ -	\$ (202,100.35)	\$ 202,100.35
Total This Draw		\$ -	\$ (202,100.35)	\$ 202,100.35

Prepared by: R'Khal Hargro

Date: 04/12/24



Approved by: Candice Bain

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	702,470.35	70,247.04	70,247.04	632,223.31
<b>App #2</b>	560,487.98	56,048.80	56,048.80	504,439.20
<b>App #3</b>	636,329.06	63,632.91	63,632.91	572,696.14
<b>App #4</b>	121,716.00	12,171.60	12,171.60	109,544.40
<b>App #5</b>	-	-	-	-
<b>App #6</b>	-	(202,100.35)	(202,100.35)	202,100.35
	<b>2,021,003.39</b>	<b>(0.01)</b>	<b>(0.01)</b>	<b>2,021,003.40</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA240301

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: 23-2168- Lowery Hills

Application No. :

6 RET

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Tampa, FL 33637

Period To: 3/31/2024

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO# 2156

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,228,903.40
2. Net Change By Change Order .....	-\$207,900.00
3. Contract Sum To Date .....	\$2,021,003.40
4. Total Completed and Stored To Date .....	\$2,021,003.40
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$2,021,003.40
7. Less Previous Certificates For Payments .....	\$1,818,903.05
8. Current Payment Due This Application .....	\$202,100.35
9. Balance To Finish, Plus Retainage .....	\$0.00
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$202,100.35

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: RIPA & Associates, LLC

By: [Signature] Date: 5/11/24

Josh Smith, Project Manager

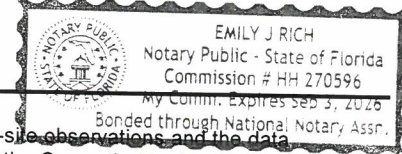
State of Florida

Subscribed and sworn to before me this 11

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough  
day of March 2024



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$202,100.35

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$207,900.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$207,900.00
Net Changes By Change Order	<b>-\$207,900.00</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

Application No. : 6 *RET*

In tabulations below, amounts are stated to the nearest dollar.

Application Date : 03/31/24

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

From: 03/01/24

Invoice # : RA240301

Contract : 23-2168- Lowery Hills

To: 03/31/24

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%		
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
0	Lowery Hills	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1025	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	-630.00	LF	330.00	-207,900.00	0.00	-630.00	-630.00	0.00	-207,900.00	-207,900.00	100.00%	0.00	0.00
	<b>WORK Totals</b>	<b>-630.00</b>			<b>-207,900.00</b>	<b>0.00</b>	<b>-630.00</b>	<b>-630.00</b>	<b>0.00</b>	<b>-207,900.00</b>	<b>-207,900.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>
	<b>GENERAL CONDITIONS</b>													
1001	MOBILIZATION	0.00	LS	0.00	45,000.00	0.00	0.00	0.00	0.00	45,000.00	45,000.00	100.00%	0.00	0.00
1002	NPDES COMPLIANCE	0.00	LS	0.00	12,000.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00	100.00%	0.00	0.00
1003	CONST. STAKEOUT / RECORD SURVEY - BY OTHERS	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1004	CONSTRUCTION ENTRANCE	2.00	EA	5,400.00	10,800.00	0.00	2.00	2.00	0.00	10,800.00	10,800.00	100.00%	0.00	0.00
1005	SILT FENCE	3,670.00	LF	1.70	6,239.00	0.00	3,670.00	3,670.00	0.00	6,239.00	6,239.00	100.00%	0.00	0.00
1006	DOUBLE SILT FENCE	5,110.00	LF	3.40	17,374.00	0.00	5,110.00	5,110.00	0.00	17,374.00	17,374.00	100.00%	0.00	0.00
1007	DEMO EXISTING FENCE	19,625.00	LF	1.85	36,306.25	0.00	19,625.00	19,625.00	0.00	36,306.25	36,306.25	100.00%	0.00	0.00
	<b>GENERAL CONDITIONS Totals</b>	<b>28,407.00</b>			<b>127,719.25</b>	<b>0.00</b>	<b>28,407.00</b>	<b>28,407.00</b>	<b>0.00</b>	<b>127,719.25</b>	<b>127,719.25</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>
	<b>EARTHWORK</b>													
1008	CLEARING & GRUBBING (BURN ONSITE)	0.00	LS	0.00	65,500.00	0.00	0.00	0.00	0.00	65,500.00	65,500.00	100.00%	0.00	0.00
1009	STRIP / PREP SITE	0.00	LS	0.00	53,000.00	0.00	0.00	0.00	0.00	53,000.00	53,000.00	100.00%	0.00	0.00
1010	SITE EXCAVATION	386,266.00	CY	3.40	1,313,304.40	0.00	386,266.00	386,266.00	0.00	1,313,304.40	1,313,304.40	100.00%	0.00	0.00
1011	SOD POND SLOPES - BAHIA	105,835.00	SY	3.25	343,963.75	0.00	105,835.00	105,835.00	0.00	343,963.75	343,963.75	100.00%	0.00	0.00
1012	SEED & MULCH DISTURBED AREAS / POND BOTTOMS	293,790.00	SY	0.40	117,516.00	0.00	293,790.00	293,790.00	0.00	117,516.00	117,516.00	100.00%	0.00	0.00
1013	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	630.00	LF	330.00	207,900.00	0.00	630.00	630.00	0.00	207,900.00	207,900.00	100.00%	0.00	0.00
	<b>EARTHWORK Totals</b>	<b>786,521.00</b>			<b>2,101,184.15</b>	<b>0.00</b>	<b>786,521.00</b>	<b>786,521.00</b>	<b>0.00</b>	<b>2,101,184.15</b>	<b>2,101,184.15</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>
	<b>Adjusted Contract Total</b>				<b>2,021,003.40</b>				<b>0.00</b>	<b>2,021,003.40</b>	<b>2,021,003.40</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

**Exhibit G  
FINAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 202,100.35, paid by BF-KL Lowery Hills LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this 11 day of March 2024.

RIPA & ASSOCIATES, LLC

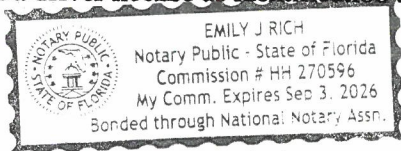
BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by [] physical presence or [] online notarization this 11 day of March, 2024, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE 4 STRUCTURES PROJECT]**

Payment Application #3 ("Pay Application")

Total Pay Application Amount: \$13,427.32

CDD Eligible Amount: \$13,427.32

Developer: BF-KL Lowery Hills LLC ("Developer")

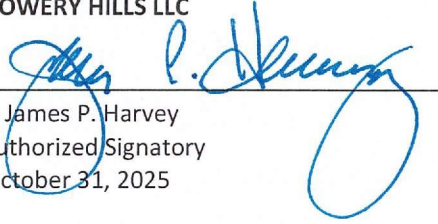
Contractor: Ripa & Associates, LLC ("Contractor")

Site CDD Work Contract: *Contractor Agreement*, dated February 15, 2024 ("Contract")

Engineer's Report: *Engineer's Report*, dated June 2023, as supplemented from time to time (together, "Engineer's Report")

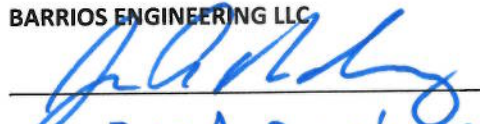
**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 1, 2025.

BF-KL LOWERY HILLS LLC

  
\_\_\_\_\_  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: October 31, 2025

**DISTRICT ENGINEER CERTIFICATION** - The undersigned District Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies (provided however that it is understood that a portion of the materials for the Assessment Area One Project are included within this requisition, but site work permits for the installation of such materials are still pending); and (E) based on the above certificate of the Developer, subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Assessment Area One Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement. Notwithstanding anything in the foregoing, the District Engineer has not had an opportunity to inspect the improvements as installed and is not addressing the opinion in 3 (G)(iii) of the Acquisition Agreement.

BARRIOS ENGINEERING LLC



Name: JOSE A. RODRIGUEZ

Title: ENG. OF RECORD

Date: 11/6/2025

Exhibit A: Payment Application, with District Items Identified

Exhibit B: Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**

**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PHASE 4 STRUCTURES PROJECT]**

**Payment Application #3 ("Pay Application")**

**Total Pay Application Amount: \$13,427.32**

**CDD Eligible Amount: \$13,427.32**

**Contractor: Ripa & Associates, LLC ("Contractor")**

**Site Work Contract: *Contractor Agreement*, dated February 15, 2024 ("Contract")**

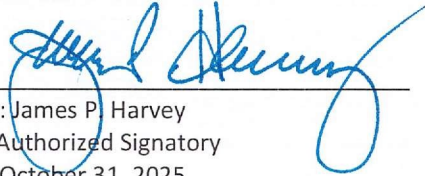
THIS BILL OF SALE is made to be effective as of the 31st day of October, 2025, by and between **BF-KL Lowery Hills LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 and **Lowery Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**BF-KL LOWERY HILLS LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: October 31, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **2643/App#3RET**  
Invoice Date **12/31/2024**  
APPLY TO PO # LandDev **2643**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159	<b>Retainage Release</b>	\$ -	\$ (13,427.32)	\$ 13,427.32
	<b>Total This Draw</b>	<u>\$ -</u>	<u>\$ (13,427.32)</u>	<u>\$ 13,427.32</u>

Prepared by: Kimani Brown

Date: 12/26/24

PAY THIS  
AMOUNT

Approved by: Owen Budorick

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2412120

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175

Project: Lowery Hills Structures

Application No. : 3

Distribution to :

Owner

Engineer

Contractor

Tampa, FL 33637

PO 2643

Period To: 12/31/2024

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: 23-2183A

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

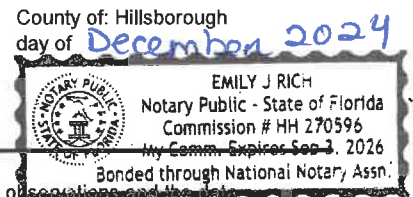
1. Original Contract Sum .....	\$503,247.95
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$503,247.95
4. Total Completed and Stored To Date .....	\$503,247.95
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$503,247.95
7. Less Previous Certificates For Payments .....	\$489,820.63
8. Current Payment Due This Application .....	\$13,427.32
9. Balance To Finish, Plus Retainage .....	\$0.00
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$13,427.32

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: RIPA & Associates, LLC

By: [Signature] Date: 12/24/24  
Josh Smith, Project Manager

State of: Florida  
Subscribed and sworn to before me this 24 day of December 2024  
Notary Public:  
My Commission expires: Emily J Rich



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$13,427.32**

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

### ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	<b>\$0.00</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3  
 Application Date : 12/31/24  
 From: 12/01/24  
 To: 12/31/24

Invoice # : RA2412120

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date	
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
	<b>-STORM DRAINAGE - PH4</b>														
5000	STORM STRUCTURES	0.00	LS	0.00	296,673.75	0.00	0.00	0.00	0.00	296,673.75	296,673.75	100.00%	0.00	0.00	
	<b>-STORM DRAINAGE - PH4 Totals</b>	<b>0.00</b>			<b>296,673.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>296,673.75</b>	<b>296,673.75</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>	
	<b>- SANITARY SEWER - PH4</b>														
5001	SANITARY STRUCTURES	0.00	LS	0.00	206,574.20	0.00	0.00	0.00	0.00	206,574.20	206,574.20	100.00%	0.00	0.00	
	<b>- SANITARY SEWER - PH4 Totals</b>	<b>0.00</b>			<b>206,574.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>206,574.20</b>	<b>206,574.20</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>	
	<b>Adjusted Contract Total</b>				<b>503,247.95</b>				<b>0.00</b>	<b>503,247.95</b>	<b>503,247.95</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>	

**Exhibit G  
FINAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOW ALL MBN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 13,427.32 paid by BF-KL Lowery Hills LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

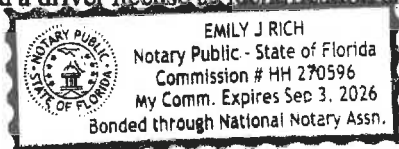
IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this 24 day of December 2024.

RIPA & ASSOCIATES, LLC

BY: \_\_\_\_\_  
PRINT: Josh Smith  
TITLE: PM

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by [] physical presence or [] online notarization this 24 day of December, 2021, by Josh Smith, as PM of RIPA & Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J Rich  
PRINT: Emily J. Rich  
COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

**ITEMS**

**ALL**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Lowery Hills 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 Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable: *Acquisition Agreement, dated April 1, 2025*
- (C) Name of Payee: **BF-KL Lowery Hills, LLC**
- (D) Amount Payable: **\$613,234.60**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for the Mass Grade Phase 2, 5 & 6 Improvements (Pay Apps #1-6)**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
4. each disbursement represents a Cost of Assessment Area One Project which 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 the services rendered with respect to which disbursement is hereby requested are on file with the District.

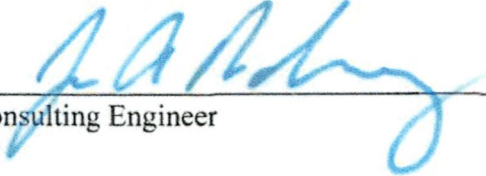
LOWERY HILLS COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 11/12/26

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies.

  
\_\_\_\_\_  
Consulting Engineer

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – MASS GRADE PHASES 2, 5 & 6 PROJECT]**

Payment Applications #1-6 ("Pay Application")

Total Pay Application Amount: \$2,354,019.08

CDD Eligible Amount: \$613,234.60

Developer: BF-KL Lowery Hills LLC ("Developer")

Contractor: Ripa & Associates, LLC ("Contractor")

Site CDD Work Contract: *Contractor Agreement*, dated February 15, 2024 ("Contract")

Engineer's Report: *Engineer's Report*, dated June 2023, as supplemented from time to time (together, "Engineer's Report")

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 1, 2025.

BF-KL LOWERY HILLS LLC

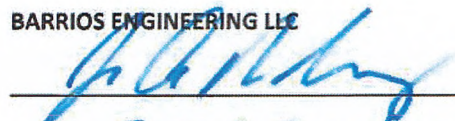
  
Name: James P. Harvey

Title: Authorized Signatory

Date: January 12, 2026

**DISTRICT ENGINEER CERTIFICATION** - The undersigned District Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the Assessment Area One Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the approximate market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One Project for which disbursement is made have been obtained from all applicable regulatory bodies (provided however that it is understood that a portion of the materials for the Assessment Area One Project are included within this requisition, but site work permits for the installation of such materials are still pending); and (E) based on the above certificate of the Developer, subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Assessment Area One Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement. Notwithstanding anything in the foregoing, the District Engineer has not had an opportunity to inspect the improvements as installed and is not addressing the opinion in 3 (G)(iii) of the Acquisition Agreement; provided however the District Engineer is performing periodic site inspections, but final certifications won't be available until the project has been completed.

**BARRIOS ENGINEERING LLC**

  
Name: JOSE A. RODRIGUEZ  
Title: DISTRICT ENGINEER  
Date: 1/9/2026

- Exhibit A: Payment Application, with District Items Identified
- Exhibit B: Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**

**[LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – MASS GRADE PHASES 2, 5 & 6 PROJECT]**

Payment Applications #1-6 ("Pay Application")

Total Pay Application Amount: \$2,354,019.08

CDD Eligible Amount: \$613,234.60

Contractor: Ripa & Associates, LLC ("Contractor")

Site Work Contract: *Contractor Agreement*, dated February 15, 2024 ("Contract")

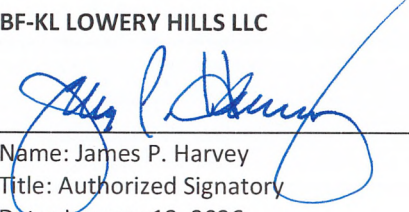
THIS BILL OF SALE is made to be effective as of the 12<sup>th</sup> day of January, 2026, by and between **BF-KL Lowery Hills LLC**, a Florida limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 and **Lowery Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**BF-KL LOWERY HILLS LLC**



\_\_\_\_\_

Name: James P. Harvey

Title: Authorized Signatory

Date: January 12, 2026

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#1**  
Invoice Date **12/31/2024**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 413,503.50	\$ 41,350.35	\$ 372,153.15
Total This Draw		\$ 413,503.50	\$ 41,350.35	\$ 372,153.15

PAY THIS AMOUNT

Prepared by: Kimani Brown

Date: 12/26/24

Approved by: Owen Budorick

Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	413,503.50	41,350.35	41,350.35	372,153.15
App #2				
App #3				
App #4				
App #5				
	413,503.50	41,350.35	41,350.35	372,153.15

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA241298

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2,5,6  
23-2183B

Application No. : 1  
Period To: 12/31/2024

Distribution to :

Owner

Engineer

Contractor

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer: PO 3205

Project Nos:

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,354,019.10
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,354,019.10
4. Total Completed and Stored To Date .....	\$413,503.50
5. Retainage:	
a. 10.00% of Completed Work	\$41,350.35
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$41,350.35
6. Total Earned Less Retainage .....	\$372,153.15
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due This Application .....	\$372,153.15
9. Balance To Finish, Plus Retainage .....	\$1,981,865.95
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$372,153.15

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: RIPA & Associates, LLC

By: [Signature] Date: 12/23/24

Josh Smith, Project Manager

State of: Florida

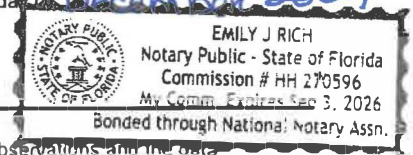
Subscribed and sworn to before me this 23

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough

day of December 2024



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$372,153.15**

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1  
 Application Date : 12/31/24  
 From: 12/01/24  
 To: 12/31/24

Invoice # : RA241298

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date	
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
	<b>- MASS GRADE PH 2, 5, 6</b>														
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	40,500.00	0.00	40,500.00	100.00%	0.00	4,050.00	
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	3,250.00	0.00	3,250.00	25.00%	9,750.00	325.00	
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	5,250.00	0.00	5,250.00	25.00%	15,750.00	525.00	
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	2.00	0.00	2.00	11,400.00	0.00	11,400.00	100.00%	0.00	1,140.00	
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	13,575.00	0.00	13,575.00	23,077.50	0.00	23,077.50	100.00%	0.00	2,307.75	
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	38,500.00	0.00	38,500.00	100.00%	0.00	3,850.00	
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	20,502.30	0.00	20,502.30	93,285.47	0.00	93,285.47	10.00%	839,569.18	9,328.55	
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	43,516.50	0.00	43,516.50	167,538.53	0.00	167,538.53	75.00%	55,846.17	16,753.85	
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	9,030.00	0.00	9,030.00	30,702.00	0.00	30,702.00	100.00%	0.00	3,070.20	
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	881,803.75	0.00	
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	21,349.00	0.00	
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	101,447.50	0.00	
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00	
	<b>- MASS GRADE PH 2 Totals</b>	<b>633,917.00</b>			<b>2,354,019.10</b>	<b>86,625.80</b>	<b>0.00</b>	<b>86,625.80</b>	<b>413,503.50</b>	<b>0.00</b>	<b>413,503.50</b>	<b>17.57%</b>	<b>1,940,515.60</b>	<b>41,350.35</b>	
	<b>Adjusted Contract Total</b>				<b>2,354,019.10</b>				<b>413,503.50</b>	<b>0.00</b>	<b>413,503.50</b>	<b>17.57%</b>	<b>1,940,515.60</b>	<b>41,350.35</b>	



# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#2**  
Invoice Date **1/31/2025**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 582,516.22	\$ 58,251.62	\$ 524,264.59
Total This Draw		\$ 582,516.22	\$ 58,251.62	\$ 524,264.59

PAY THIS AMOUNT

Prepared by: Kimani Brown

Date: 03/21/25

Approved by: Owen Budorick

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	413,503.50	41,350.35	41,350.35	372,153.15
<b>App #2</b>	582,516.22	58,251.62	58,251.62	524,264.60
<b>App #3</b>				
<b>App #4</b>				
<b>App #5</b>				
	<b>996,019.72</b>	<b>99,601.97</b>	<b>99,601.97</b>	<b>896,417.75</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA250173

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2,5,6  
23-2183B

Application No.: 2  
Period To: 1/31/2025

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 3205

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$2,354,019.10
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,354,019.10
4. Total Completed and Stored To Date	\$996,019.72
5. Retainage:	
a. 10.00% of Completed Work	\$99,601.98
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$99,601.98
6. Total Earned Less Retainage	\$896,417.74
7. Less Previous Certificates For Payments	\$372,153.15
8. Current Payment Due This Application	\$524,264.59
9. Balance To Finish, Plus Retainage	\$1,457,601.36
10. Previous Applications Unpaid	\$0.00
11. Total Amount Unpaid to Date	\$524,264.59

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.

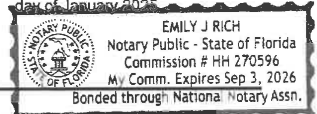
CONTRACTOR: RIPA & Associates, LLC

By: Josh Smith Date: 1/30/25

Josh Smith, Project Manager  
State of Florida

Subscribed and sworn to before me this 30  
Notary Public: Emily Rich  
My Commission expires:

County of: Hillsborough  
day of January 2025



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$524,264.59

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

**CONTINUATION SHEET**

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2  
 Application Date : 01/31/25  
 From: 01/01/25  
 To: 01/31/25

Invoice # : RA250173 Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
<b>- MASS GRADE PH 2, 5, 6</b>															
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	0.00	40,500.00	40,500.00	100.00%	0.00	4,050.00	
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	5,200.00	3,250.00	8,450.00	65.00%	4,550.00	845.00	
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	8,400.00	5,250.00	13,650.00	65.00%	7,350.00	1,365.00	
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	0.00	2.00	2.00	0.00	11,400.00	11,400.00	100.00%	0.00	1,140.00	
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	0.00	13,575.00	13,575.00	0.00	23,077.50	23,077.50	100.00%	0.00	2,307.75	
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	38,500.00	100.00%	0.00	3,850.00	
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	112,762.65	20,502.30	133,264.95	513,070.05	93,285.47	606,355.52	65.00%	326,499.13	60,635.56	
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	14,505.50	43,516.50	58,022.00	55,846.17	167,538.53	223,384.70	100.00%	0.00	22,338.47	
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	0.00	9,030.00	9,030.00	0.00	30,702.00	30,702.00	100.00%	0.00	3,070.20	
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	881,803.75	0.00	
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	21,349.00	0.00	
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	101,447.50	0.00	
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00	
<b>- MASS GRADE PH 2 Totals</b>		<b>633,917.00</b>			<b>2,354,019.10</b>	<b>127,268.15</b>	<b>86,625.80</b>	<b>213,893.95</b>	<b>582,516.22</b>	<b>413,503.50</b>	<b>996,019.72</b>	<b>42.31%</b>	<b>1,357,999.38</b>	<b>99,601.98</b>	
<b>Adjusted Contract Total</b>					<b>2,354,019.10</b>				<b>582,516.22</b>	<b>413,503.50</b>	<b>996,019.72</b>	<b>42.31%</b>	<b>1,357,999.38</b>	<b>99,601.98</b>	

**Purchase Order: 3205**

<b>KOLTER</b>		Community: BF-KL Lowery Hills LLC	Vendor: RIPA & ASSOCIATES, LLC (RIPAAS) 2305 TECH BLVD., SUITE 1 TAMPA, FL 33619 (p) (813)623-6777				
PO Name: Lowery Hills MG 2,5,6 RIPA Ordered: 10/27/2024 Revised:							
Notes: Mass Grading phases 2, 5 and 6							
Phase 2W							
Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$1,442,785.90	\$1,442,785.90	\$0.00
Phase 5E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$440,429.38	\$440,429.38	\$0.00
Phase 6E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$470,803.82	\$470,803.82	\$0.00

**Payment Information**

<u>Draw</u>	<u>Draw Amounts</u>	Subtotal: \$2,354,019.10
		Total Tax: \$0.00
		Purchase Order Total: \$2,354,019.10
		Invoiced To Date: \$0.00

**Terms and Conditions**

This Purchase Order (P.O.) is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 524,264.59, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 30 day of January 20 25.

RIPA & ASSOCIATES, LLC

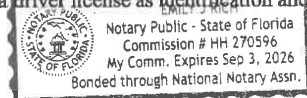
BY: [Signature]

PRINT: Josh Smith

TITLE: Project Manager

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 30 day of January, 2025, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC  
BY: Emily J. Rich  
PRINT: Emily J. Rich  
COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#3**  
Invoice Date **2/28/2025**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 682,765.55	\$ 68,276.56	\$ 614,488.99
Total This Draw		\$ 682,765.55	\$ 68,276.56	\$ 614,488.99

PAY THIS AMOUNT

Prepared by: Kimani Brown

Date: 03/21/25

Approved by: Owen Budorick

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	413,503.50	41,350.35	41,350.35	372,153.15
<b>App #2</b>	582,516.22	58,251.62	58,251.62	524,264.60
<b>App #3</b>	682,765.55	68,276.56	68,276.56	614,488.99
<b>App #4</b>				
<b>App #5</b>				
	<b>1,678,785.27</b>	<b>167,878.53</b>	<b>167,878.53</b>	<b>1,510,906.73</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA250270

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2,5,6  
23-2183B

Application No.: 3  
Period To: 2/28/2025

Distribution to:

Owner

Engineer

Contractor

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 3205

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,354,019.10
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,354,019.10
4. Total Completed and Stored To Date .....	\$1,678,785.27
5. Retainage:	
a. 10.00% of Completed Work .....	\$167,878.54
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$167,878.54
6. Total Earned Less Retainage .....	\$1,510,906.73
7. Less Previous Certificates For Payments .....	\$896,417.74
8. Current Payment Due This Application .....	\$614,488.99
9. Balance To Finish, Plus Retainage .....	\$843,112.37
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$614,488.99

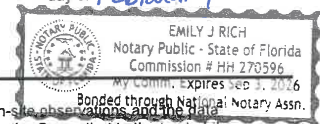
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 2/28/25

Josh Smith, Project Manager  
State of: Florida  
Subscribed and sworn to before me this 26  
Notary Public: Emily Rich  
My Commission expires:

County of: Hillsborough  
day of February 2025



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$614,488.99

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3  
 Application Date : 02/28/25  
 From: 02/01/25  
 To: 02/28/25

Invoice # : RA250270

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date	
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application						
	<b>- MASS GRADE PH 2, 5, 6</b>															
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	0.00	40,500.00	40,500.00	100.00%	0.00	4,050.00		
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	1,300.00	8,450.00	9,750.00	75.00%	3,250.00	975.00		
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	7,350.00	13,650.00	21,000.00	100.00%	0.00	2,100.00		
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	0.00	2.00	2.00	0.00	11,400.00	11,400.00	100.00%	0.00	1,140.00		
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	0.00	13,575.00	13,575.00	0.00	23,077.50	23,077.50	100.00%	0.00	2,307.75		
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	38,500.00	100.00%	0.00	3,850.00		
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	51,255.75	133,264.95	184,520.70	233,213.67	606,355.52	839,569.19	90.00%	93,285.46	83,956.93		
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	0.00	58,022.00	58,022.00	0.00	223,384.70	223,384.70	100.00%	0.00	22,338.47		
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	0.00	9,030.00	9,030.00	0.00	30,702.00	30,702.00	100.00%	0.00	3,070.20		
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	26,322.50	0.00	26,322.50	440,901.88	0.00	440,901.88	50.00%	440,901.87	44,090.19		
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	21,349.00	0.00		
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	101,447.50	0.00		
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00		
	<b>- MASS GRADE PH 2 Totals</b>	<b>633,917.00</b>			<b>2,354,019.10</b>	<b>77,578.25</b>	<b>213,893.95</b>	<b>291,472.20</b>	<b>682,765.55</b>	<b>996,019.72</b>	<b>1,678,785.27</b>	<b>71.32%</b>	<b>675,233.83</b>	<b>167,878.54</b>		
	<b>Adjusted Contract Total</b>				<b>2,354,019.10</b>				<b>682,765.55</b>	<b>996,019.72</b>	<b>1,678,785.27</b>	<b>71.32%</b>	<b>675,233.83</b>	<b>167,878.54</b>		

**Purchase Order: 3205**

<b>KOLTER</b>	Community: BF-KL Lowery Hills LLC	Vendor: RIPA & ASSOCIATES, LLC (RIPAAS)
	PO Name: Lowery Hills MG 2,5,6 RIPA Ordered: 10/27/2024 Revised:	1406 TECH BLVD SUITE 1 TAMPA, FL 33619 (p) (813)623-6777

Notes: Mass Grading phases 2, 5 and 6

Phase 2W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$1,442,785.90	\$1,442,785.90	\$0.00

Phase 5E

	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$440,429.38	\$440,429.38	\$0.00
--	------	----	--	---	--------------	--------------	--------

Phase 6E

	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$470,803.82	\$470,803.82	\$0.00
--	------	----	--	---	--------------	--------------	--------

**Payment information**

<u>Draw</u>	<u>Draw Amounts</u>	Subtotal: \$2,354,019.10
		Total Tax: \$0.00
		Purchase Order Total: \$2,354,019.10
		Invoiced To Date: \$0.00

**Terms and Conditions**

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 614,488.99, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

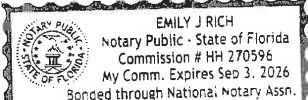
The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 26 day of February 2025.

RIPA & ASSOCIATES, LLC  
BY: [Signature]  
PRINT: Josh Smith  
TITLE: PM

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 26 day of February, 2025, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC  
BY: Emily J. Rich  
PRINT: Emily J. Rich  
COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#4**  
Invoice Date **3/31/2025**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 337,035.39	\$ 33,703.54	\$ 303,331.84
Total This Draw		\$ 337,035.39	\$ 33,703.54	\$ 303,331.84

Prepared by: Kimani Brown

Date: 04/16/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	413,503.50	41,350.35	41,350.35	372,153.15
<b>App #2</b>	582,516.22	58,251.62	58,251.62	524,264.60
<b>App #3</b>	682,765.55	68,276.56	68,276.56	614,488.99
<b>App #4</b>	337,035.39	33,703.54	33,703.54	303,331.84
<b>App #5</b>				
<b>App #6</b>				
<b>App #7</b>				
<b>App #8</b>				-
<b>App #9</b>				-
	<b>2,015,820.66</b>	<b>201,582.07</b>	<b>201,582.07</b>	<b>1,814,238.57</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2503114

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2,5,6  
23-2183B

Application No. : 4

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Period To: 3/31/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 3205

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RIPA & Associates, LLC

By:  Date: 3/28/25

Josh Smith, Project Manager

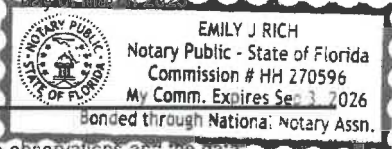
State of Florida

Subscribed and sworn to before me this 28

Notary Public:

My Commission expires: Emily J Rich

County of: Hillsborough  
day of March 2025



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$303,331.85

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

ENGINEER:

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

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

1. Original Contract Sum .....	\$2,354,019.10
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,354,019.10
4. Total Completed and Stored To Date .....	\$2,015,820.66
5. Retainage:	
a. 10.00% of Completed Work	\$201,582.08
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$201,582.08
6. Total Earned Less Retainage .....	\$1,814,238.58
7. Less Previous Certificates For Payments .....	\$1,510,906.73
8. Current Payment Due This Application .....	\$303,331.85
9. Balance To Finish, Plus Retainage .....	\$539,780.52
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$303,331.85

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4  
 Application Date : 03/31/25  
 From: 03/01/25  
 To: 03/31/25

Invoice # : RA2503114

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date	
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application						
	<b>- MASS GRADE PH 2, 5, 6</b>															
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	0.00	40,500.00	40,500.00	100.00%	0.00	4,050.00		
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	1,950.00	9,750.00	11,700.00	90.00%	1,300.00	1,170.00		
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	0.00	21,000.00	21,000.00	100.00%	0.00	2,100.00		
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	0.00	2.00	2.00	0.00	11,400.00	11,400.00	100.00%	0.00	1,140.00		
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	0.00	13,575.00	13,575.00	0.00	23,077.50	23,077.50	100.00%	0.00	2,307.75		
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	38,500.00	100.00%	0.00	3,850.00		
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	20,502.30	184,520.70	205,023.00	93,285.46	839,569.19	932,854.65	100.00%	0.00	93,285.48		
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	0.00	58,022.00	58,022.00	0.00	223,384.70	223,384.70	100.00%	0.00	22,338.47		
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	0.00	9,030.00	9,030.00	0.00	30,702.00	30,702.00	100.00%	0.00	3,070.20		
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	13,161.25	26,322.50	39,483.75	220,450.93	440,901.88	661,352.81	75.00%	220,450.94	66,135.28		
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	5,770.00	0.00	5,770.00	21,349.00	0.00	21,349.00	100.00%	0.00	2,134.90		
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	101,447.50	0.00		
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00		
	<b>- MASS GRADE PH 2 Totals</b>	<b>633,917.00</b>			<b>2,354,019.10</b>	<b>39,433.55</b>	<b>291,472.20</b>	<b>330,905.75</b>	<b>337,035.39</b>	<b>1,678,785.27</b>	<b>2,015,820.66</b>	<b>85.63%</b>	<b>338,198.44</b>	<b>201,582.08</b>		
	<b>Adjusted Contract Total</b>				<b>2,354,019.10</b>				<b>337,035.39</b>	<b>1,678,785.27</b>	<b>2,015,820.66</b>	<b>85.63%</b>	<b>338,198.44</b>	<b>201,582.08</b>		

## Purchase Order: 3205

<b>KOLTER</b>		Community: BF-KL Lowery Hills LLC		Vendor: RIPA & ASSOCIATES, LLC (RIPAAS) 1409 TECH BLVD., SUITE 1 TAMPA, FL 33619 (p) (813)623-6777			
PO Name: Lowery Hills MG 2,5,6 RIPA Ordered: 10/27/2024 Revised:							
Notes: Mass Grading phases 2, 5 and 6							
Phase 2W							
Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$1,442,785.90	\$1,442,785.90	\$0.00
Phase 5E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$440,429.38	\$440,429.38	\$0.00
Phase 6E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$470,803.82	\$470,803.82	\$0.00

### Payment Information

<u>Draw</u>	<u>Draw Amounts</u>	Subtotal: \$2,354,019.10
		Total Tax: \$0.00
		Purchase Order Total: \$2,354,019.10
		Invoiced To Date: \$0.00

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 303,331.85, paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 28 day of March 2025.

RIPA & ASSOCIATES, LLC

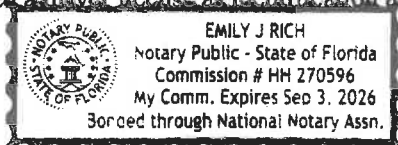
BY: [Signature]

PRINT: CHRIS ESTEP

TITLE: PM

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 28 day of March, 2025, by Chris Estep, as PM of RIPA & Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Emily J. Rich

PRINT: Emily J. Rich

COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**From:** [Devin Christian](#)  
**Sent on:** Tuesday, April 1, 2025 2:39:33 PM  
**To:** [Jadabella Valentin](#); [Owen Budorick](#)  
**CC:** [Emily Rich](#); [Josh Smith](#)  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

You don't often get email from dchristian@ripaconstruction.com. [Learn why this is important](#)

[External Email]

Jadabella,

Our only lower tier on project is Trans-Phos, a hauler. Contact information below.

Name: Trans-Phos Inc  
Address: P.O. Box 9004 Bartow, FL 33831  
Contact name: Clay Goodison  
Contact information: cgoodison@transphos.com

Thank you,

**Devin Christian**  
Accounts Receivable



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Direct Line (813) 663-6742 . Main (813) 623-6777 . Fax (813) 663-6724  
Email: [dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** Emily Rich <erich@ripaconstruction.com>  
**Sent:** Tuesday, April 1, 2025 2:08 PM  
**To:** Devin Christian <dchristian@ripaconstruction.com>  
**Subject:** FW: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Devin,

Please see below email.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

---

**From:** Jadabella Valentin <[jadabella.valentin@ripaconstruction.com](mailto:jadabella.valentin@ripaconstruction.com)>  
**Sent:** Tuesday, April 1, 2025 1:52 PM  
**To:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Cc:** Owen Budorick <[OBudorick@brookfieldkolter.com](mailto:OBudorick@brookfieldkolter.com)>  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Emily,

Can you please provide a list of all of the subcontractors being used for this project? Please include the following:

Name  
Address  
Contact name  
Contact information

Thank you!

**Jadabella Valentin**  
Contract Administrator / AP Specialist  
Brookfield Kolter Land Partners LLC  
O: (813) 615-1244 Ext.204

**Brookfield Kolter**  
[LAND PARTNERS](http://www.brookfieldkolter.com)

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---

**From:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Sent:** Monday, March 31, 2025 8:58 AM  
**To:** [landinvoices@brookfieldkolter.com](mailto:landinvoices@brookfieldkolter.com); [debip@barriosengineering.com](mailto:debip@barriosengineering.com); [cbarrios@barriosengineering.com](mailto:cbarrios@barriosengineering.com); [jrodriguez@barriosengineering.com](mailto:jrodriguez@barriosengineering.com)  
**Cc:** Josh Smith <[jsmith@ripaconstruction.com](mailto:jsmith@ripaconstruction.com)>; Devin Christian <[dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com)>  
**Subject:** Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

[External Email]

Hello,

Please find attached RIPA's Pay App #4 for Lowery Hills MG 2,5,6 project, along with the PO and Waiver & Release of Lien.

Any questions regarding items billed this month please contact RIPA PM, Josh Smith.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#5**  
Invoice Date **4/30/2025**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159		\$ 338,198.44	\$ 33,819.84	\$ 304,378.59
Total This Draw		\$ 338,198.44	\$ 33,819.84	\$ 304,378.59

Prepared by: Kimani Brown

Date: 05/16/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	413,503.50	41,350.35	41,350.35	372,153.15
<b>App #2</b>	582,516.22	58,251.62	58,251.62	524,264.60
<b>App #3</b>	682,765.55	68,276.56	68,276.56	614,488.99
<b>App #4</b>	337,035.39	33,703.54	33,703.54	303,331.84
<b>App #5</b>	338,198.44	33,819.84	33,819.84	304,378.59
<b>App #6</b>				
<b>App #7</b>				
<b>App #8</b>				-
<b>App #9</b>				-
	<b>2,354,019.10</b>	<b>235,401.91</b>	<b>235,401.91</b>	<b>2,118,617.16</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2504163

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2.5,6  
23-2183B

Application No. : 5

Distribution to :

Owner

Engineer

Contractor

Period To: 4/30/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 3205

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,354,019.10
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,354,019.10
4. Total Completed and Stored To Date .....	\$2,354,019.10
5. Retainage:	
a. 10.00% of Completed Work	\$235,401.92
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$235,401.92
6. Total Earned Less Retainage .....	\$2,118,617.18
7. Less Previous Certificates For Payments .....	\$1,814,238.58
8. Current Payment Due This Application .....	\$304,378.60
9. Balance To Finish, Plus Retainage .....	\$235,401.92
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$304,378.60

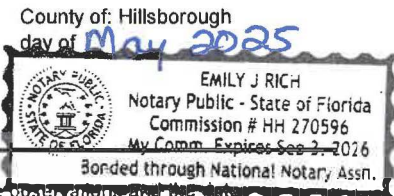
CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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: RIPA & Associates, LLC

By: \_\_\_\_\_ Date: 5/6/25

Josh Smith, Project Manager  
State of Florida  
Subscribed and sworn to before me this 5  
Notary Public:  
My Commission expires: Emily J Rich



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$304,378.60**

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

ENGINEER:

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

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

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice #: RA2504163

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date	
			Base Contract		Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place			Prev Application			
	<b>- MASS GRADE PH 2, 5, 6</b>														
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	0.00	40,500.00	40,500.00	100.00%	0.00	4,050.00	
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	1,300.00	11,700.00	13,000.00	100.00%	0.00	1,300.00	
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	0.00	21,000.00	21,000.00	100.00%	0.00	2,100.00	
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	0.00	2.00	2.00	0.00	11,400.00	11,400.00	100.00%	0.00	1,140.00	
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	0.00	13,575.00	13,575.00	0.00	23,077.50	23,077.50	100.00%	0.00	2,307.75	
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	38,500.00	100.00%	0.00	3,850.00	
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	0.00	205,023.00	205,023.00	0.00	932,854.65	932,854.65	100.00%	0.00	93,285.48	
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	0.00	58,022.00	58,022.00	0.00	223,384.70	223,384.70	100.00%	0.00	22,338.47	
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	0.00	9,030.00	9,030.00	0.00	30,702.00	30,702.00	100.00%	0.00	3,070.20	
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	13,161.25	39,483.75	52,645.00	220,450.94	661,352.81	881,803.75	100.00%	0.00	88,180.37	
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	0.00	5,770.00	5,770.00	0.00	21,349.00	21,349.00	100.00%	0.00	2,134.90	
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	289,850.00	0.00	289,850.00	101,447.50	0.00	101,447.50	100.00%	0.00	10,144.75	
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00%	0.00	1,500.00	
	<b>- MASS GRADE PH 2 Totals</b>	<b>633,917.00</b>			<b>2,354,019.10</b>	<b>303,011.25</b>	<b>330,905.75</b>	<b>633,917.00</b>	<b>338,198.44</b>	<b>2,015,820.66</b>	<b>2,354,019.10</b>	<b>100.00%</b>	<b>0.00</b>	<b>235,401.92</b>	
	<b>Adjusted Contract Total</b>				<b>2,354,019.10</b>					<b>338,198.44</b>	<b>2,015,820.66</b>	<b>100.00%</b>	<b>0.00</b>	<b>235,401.92</b>	

## Purchase Order: 3205

<b>KOLTER</b>							
PO Name: Lowery Hills MG 2,5,6 RIPA Ordered: 10/27/2024 Revised:			Community: BF-KL Lowery Hills LLC		Vendor: RIPA & ASSOCIATES, LLC (RIPAAS) 1409 TECH BLDG., SUITE 1 TAMPA, FL 33619 (p) (813)623-8777		
Notes: Mass Grading phases 2, 5 and 6							
Phase 2W							
Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$1,442,785.90	\$1,442,785.90	\$0.00
Phase 5E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$440,429.38	\$440,429.38	\$0.00
Phase 6E							
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$470,803.82	\$470,803.82	\$0.00

### Payment Information

<u>Draw</u>	<u>Draw Amounts</u>	Subtotal: \$2,354,019.10
		Total Tax: \$0.00
		Purchase Order Total: \$2,354,019.10
		Invoiced To Date: \$0.00

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit F  
PARTIAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 304,378.60 paid by BF-KL Lowery Hills LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 5 day of May 2025.

RIPA & ASSOCIATES, LLC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 5 day of May, 2025, by Josh Smith, as PM of RIPA + Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.



Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**From:** [Devin Christian](#)  
**Sent on:** Tuesday, April 1, 2025 2:39:33 PM  
**To:** [Jadabella Valentin](#); [Owen Budorick](#)  
**CC:** [Emily Rich](#); [Josh Smith](#)  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

You don't often get email from dchristian@ripaconstruction.com. [Learn why this is important](#)

**[External Email]**

Jadabella,

Our only lower tier on project is Trans-Phos, a hauler. Contact information below.

Name: Trans-Phos Inc  
Address: P.O. Box 9004 Bartow, FL 33831  
Contact name: Clay Goodison  
Contact information: cgoodison@transphos.com

Thank you,

**Devin Christian**  
Accounts Receivable



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Direct Line (813) 663-6742 . Main (813) 623-6777 . Fax (813) 663-6724  
Email: [dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** Emily Rich <erich@ripaconstruction.com>  
**Sent:** Tuesday, April 1, 2025 2:08 PM  
**To:** Devin Christian <dchristian@ripaconstruction.com>  
**Subject:** FW: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Devin,

Please see below email.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

---

**From:** Jadabella Valentin <[jadabella.valentin@ripaconstruction.com](mailto:jadabella.valentin@ripaconstruction.com)>  
**Sent:** Tuesday, April 1, 2025 1:52 PM  
**To:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Cc:** Owen Budorick <[OBudorick@brookfieldkolter.com](mailto:OBudorick@brookfieldkolter.com)>  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Emily,

Can you please provide a list of all of the subcontractors being used for this project? Please include the following:

Name  
Address  
Contact name  
Contact information

Thank you!

**Jadabella Valentin**  
Contract Administrator / AP Specialist  
Brookfield Kolter Land Partners LLC  
O: (813) 615-1244 Ext.204

**Brookfield Kolter**  
[LAND PARTNERS](http://www.brookfieldkolter.com)

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**From:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Sent:** Monday, March 31, 2025 8:58 AM  
**To:** [landinvoices@brookfieldkolter.com](mailto:landinvoices@brookfieldkolter.com); [debip@barriosengineering.com](mailto:debip@barriosengineering.com); [cbarrios@barriosengineering.com](mailto:cbarrios@barriosengineering.com); [jrodriguez@barriosengineering.com](mailto:jrodriguez@barriosengineering.com)  
**Cc:** Josh Smith <[jsmith@ripaconstruction.com](mailto:jsmith@ripaconstruction.com)>; Devin Christian <[dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com)>  
**Subject:** Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

[External Email]

Hello,

Please find attached RIPA's Pay App #4 for Lowery Hills MG 2,5,6 project, along with the PO and Waiver & Release of Lien.

Any questions regarding items billed this month please contact RIPA PM, Josh Smith.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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# KOLTER

## Check Request

BF-KL Lowery Hills

Vendor Name **RIPA & Associates, LLC**  
Vendor Code **RIPAAS**  
Invoice # **3205/App#6RET**  
Invoice Date **4/30/2025**  
APPLY TO PO # LandDev **3205**  
Special Handling Instructions:

Additional Information

Division	Job Cost Code	Amount This Period	Retainage	Amount Due
4159	<b>Retainage Release</b>		\$ (235,401.92)	\$ 235,401.92
	<b>Total This Draw</b>	\$ -	\$ (235,401.92)	\$ 235,401.92

Prepared by: Kimani Brown

Date: 05/16/25

Approved by: Owen Budorick

PAY THIS AMOUNT

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	413,503.50	41,350.35	41,350.35	372,153.15
<b>App #2</b>	582,516.22	58,251.62	58,251.62	524,264.60
<b>App #3</b>	682,765.55	68,276.56	68,276.56	614,488.99
<b>App #4</b>	337,035.39	33,703.54	33,703.54	303,331.84
<b>App #5</b>	338,198.44	33,819.84	33,819.84	304,378.59
<b>App #6 RET</b>	-	(235,401.92)	(235,401.92)	235,401.92
<b>App #7</b>				
<b>App #8</b>				-
<b>App #9</b>				-
	<b>2,354,019.10</b>	<b>(0.01)</b>	<b>(0.01)</b>	<b>2,354,019.08</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2504164

To Owner: BF-KL Lowery Hills, LLC  
14025 Riveredge Drive, Ste 175  
Tampa, FL 33637

Project: Lowery Hills MG 2,5,6  
23-2183B

Application No.: 6RET

Distribution to:

Owner

Engineer

Contractor

Period To: 4/30/2025

From Contractor: RIPA & Associates, LLC  
1409 Tech Blvd., Suite 1  
Tampa, FL 33619

Via Engineer:

Project Nos: PO 3205

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$2,354,019.10
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,354,019.10
4. Total Completed and Stored To Date .....	\$2,354,019.10
5. Retainage:	
a. 0.00% of Completed Work .....	\$0.00
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$2,354,019.10
7. Less Previous Certificates For Payments .....	\$2,118,617.18
8. Current Payment Due This Application .....	\$235,401.92
9. Balance To Finish, Plus Retainage .....	\$0.00
10. Previous Applications Unpaid .....	\$0.00
11. Total Amount Unpaid to Date .....	\$235,401.92

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: RIPA & Associates, LLC

By: [Signature] Date: 5/15/20

Josh Smith, Project Manager

State of Florida

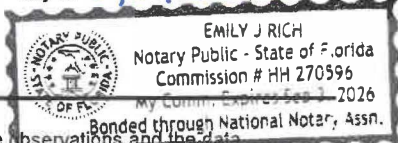
Subscribed and sworn to before me this 5

Notary Public:

My Commission expires:

Emily J Rich

County of: Hillsborough  
day of May 2025



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect 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 \$235,401.92

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

ENGINEER:

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

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6RET  
 Application Date : 04/30/25  
 From: 04/01/25  
 To: 04/30/25

Invoice # : RA2504164

Contract : 23-2183- Lowery Hills Infra

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date	
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%				
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application						
	<b>- MASS GRADE PH 2, 5, 6</b>															
6000	MOBILIZATION	0.00	LS	0.00	40,500.00	0.00	0.00	0.00	0.00	40,500.00	40,500.00	100.00%	0.00	0.00		
6001	NPDES COMPLIANCE	0.00	LS	0.00	13,000.00	0.00	0.00	0.00	0.00	13,000.00	13,000.00	100.00%	0.00	0.00		
6002	MAINTENANCE OF TRAFFIC	0.00	LS	0.00	21,000.00	0.00	0.00	0.00	0.00	21,000.00	21,000.00	100.00%	0.00	0.00		
6003	CONSTRUCTION ENTRANCE	2.00	EA	5,700.00	11,400.00	0.00	2.00	2.00	0.00	11,400.00	11,400.00	100.00%	0.00	0.00		
6004	SILT FENCE	13,575.00	LF	1.70	23,077.50	0.00	13,575.00	13,575.00	0.00	23,077.50	23,077.50	100.00%	0.00	0.00		
6005	STRIP / PREP SITE	0.00	LS	0.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	38,500.00	100.00%	0.00	0.00		
6006	SITE EXCAVATION - PHASE 2	205,023.00	CY	4.55	932,854.65	0.00	205,023.00	205,023.00	0.00	932,854.65	932,854.65	100.00%	0.00	0.00		
6007	SITE EXCAVATION - PHASE 5	58,022.00	CY	3.85	223,384.70	0.00	58,022.00	58,022.00	0.00	223,384.70	223,384.70	100.00%	0.00	0.00		
6008	SITE EXCAVATION - PHASE 6	9,030.00	CY	3.40	30,702.00	0.00	9,030.00	9,030.00	0.00	30,702.00	30,702.00	100.00%	0.00	0.00		
6009	IMPORTED FILL	52,645.00	CY	16.75	881,803.75	0.00	52,645.00	52,645.00	0.00	881,803.75	881,803.75	100.00%	0.00	0.00		
6010	SOD POND SLOPES - BAHIA	5,770.00	SY	3.70	21,349.00	0.00	5,770.00	5,770.00	0.00	21,349.00	21,349.00	100.00%	0.00	0.00		
6011	SEED & MULCH DISTURBED AREAS	289,850.00	SY	0.35	101,447.50	0.00	289,850.00	289,850.00	0.00	101,447.50	101,447.50	100.00%	0.00	0.00		
6012	FINAL GRADING	0.00	LS	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	100.00%	0.00	0.00		
	<b>- MASS GRADE PH 2 Totals</b>	<b>633,917.00</b>			<b>2,354,019.10</b>	<b>0.00</b>	<b>633,917.00</b>	<b>633,917.00</b>	<b>0.00</b>	<b>2,354,019.10</b>	<b>2,354,019.10</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>		
	<b>Adjusted Contract Total</b>				<b>2,354,019.10</b>					<b>0.00</b>	<b>2,354,019.10</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>		

## Purchase Order: 3205

 <b>PO Name:</b> Lowery Hills MG 2,5,6 RIPA <b>Ordered:</b> 10/27/2024 <b>Revised:</b>	<b>Community:</b> BF-KL Lowery Hills LLC	<b>Vendor:</b> RIPA & ASSOCIATES, LLC (RIPAAS) 1408 TECH BLVD., SUITE 1 TAMPA, FL 33619 (p) (813)623-6777
--	--	---

Notes: Mass Grading phases 2, 5 and 6

Phase 2W

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$1,442,785.90	\$1,442,785.90	\$0.00

Phase 5E

	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$440,429.38	\$440,429.38	\$0.00
--	------	----	--	---	--------------	--------------	--------

Phase 6E

	0.00	LS	61060 Earthwork - Fill Import (Site Balancing) MG 2,5,6	0	\$470,803.82	\$470,803.82	\$0.00
--	------	----	--	---	--------------	--------------	--------

### Payment Information

		Subtotal: \$2,354,019.10
		Total Tax: \$0.00
<b>Draw</b>	<b>Draw Amounts</b>	<b>Purchase Order Total: \$2,354,019.10</b>
		<b>Invoiced To Date: \$0.00</b>

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

**Exhibit G  
FINAL WAIVER AND RELEASE OF LIEN**

BF-KL Lowery Hills LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 235,401.92 paid by BF-KL Lowery Hills LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Lowery Hills located in Pasco County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

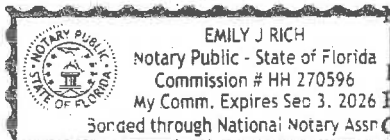
IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this 5 day of May 2025.

RIPA & ASSOCIATES, LLC

BY: \_\_\_\_\_  
PRINT: Josh Smith  
TITLE: PM

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged before me by  physical presence or  online notarization this 5 day of May, 2025, by Josh Smith, as pm of RIPA & Associates a \_\_\_\_\_ corporation [limited liability company] [partnership], for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

	EMILY J RICH	NOTARY PUBLIC
	Notary Public - State of Florida	BY: <u>Emily J Rich</u>
	Commission # HH 270596	PRINT: <u>Emily J. Rich</u>
	My Comm. Expires Sep 3, 2026	COMMISSION #:

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**From:** [Devin Christian](#)  
**Sent on:** Tuesday, April 1, 2025 2:39:33 PM  
**To:** [Jadabella Valentin](#); [Owen Budorick](#)  
**CC:** [Emily Rich](#); [Josh Smith](#)  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

You don't often get email from dchristian@ripaconstruction.com. [Learn why this is important](#)

**[External Email]**

Jadabella,

Our only lower tier on project is Trans-Phos, a hauler. Contact information below.

Name: Trans-Phos Inc  
Address: P.O. Box 9004 Bartow, FL 33831  
Contact name: Clay Goodison  
Contact information: cgoodison@transphos.com

Thank you,

**Devin Christian**  
Accounts Receivable



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Direct Line (813) 663-6742 . Main (813) 623-6777 . Fax (813) 663-6724  
Email: [dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

**From:** Emily Rich <erich@ripaconstruction.com>  
**Sent:** Tuesday, April 1, 2025 2:08 PM  
**To:** Devin Christian <dchristian@ripaconstruction.com>  
**Subject:** FW: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Devin,

Please see below email.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

---

**From:** Jadabella Valentin <  
**Sent:** Tuesday, April 1, 2025 1:52 PM  
**To:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Cc:** Owen Budorick <[OBudorick@brookfieldkolter.com](mailto:OBudorick@brookfieldkolter.com)>  
**Subject:** RE: Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

Hi Emily,

Can you please provide a list of all of the subcontractors being used for this project? Please include the following:

Name  
Address  
Contact name  
Contact information

Thank you!

**Jadabella Valentin**  
Contract Administrator / AP Specialist  
Brookfield Kolter Land Partners LLC  
O: (813) 615-1244 Ext.204

**Brookfield Kolter**  
[LAND PARTNERS](#)

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---

**From:** Emily Rich <[erich@ripaconstruction.com](mailto:erich@ripaconstruction.com)>  
**Sent:** Monday, March 31, 2025 8:58 AM  
**To:** [landinvoices@brookfieldkolter.com](mailto:landinvoices@brookfieldkolter.com); [debip@barriosengineering.com](mailto:debip@barriosengineering.com); [cbarrios@barriosengineering.com](mailto:cbarrios@barriosengineering.com); [jrodriguez@barriosengineering.com](mailto:jrodriguez@barriosengineering.com)  
**Cc:** Josh Smith <[jsmith@ripaconstruction.com](mailto:jsmith@ripaconstruction.com)>; Devin Christian <[dchristian@ripaconstruction.com](mailto:dchristian@ripaconstruction.com)>  
**Subject:** Lowery Hills MG 2,5,6 Pay App #4 Mar 2025

[External Email]

Hello,

Please find attached RIPA's Pay App #4 for Lowery Hills MG 2,5,6 project, along with the PO and Waiver & Release of Lien.

Any questions regarding items billed this month please contact RIPA PM, Josh Smith.

Thank You,

**Emily Rich**  
Accounting



**RIPA & Associates** 1409 Tech Boulevard . Suite 1 . Tampa, FL 33619  
Main (813) 623-6777 . Fax (813) 663-6772  
Email: [erich@ripaconstruction.com](mailto:erich@ripaconstruction.com) . Web Site: [www.ripaconstruction.com](http://www.ripaconstruction.com)

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# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

**B**

# LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
(561)571-0010

Oct 29, 2025

Regions Bank  
10245 Centurion Parkway, Suite 200  
Jacksonville, Florida 32256  
Attn: Janet Ricardo  
E-mail: janet.ricardo@regions.com

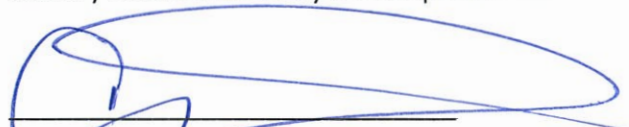
VIA EMAIL

RE: Lowery Hills Community Development District  
Special Assessment Bonds, Series 2025 (Assessment Area One)  
Satisfaction of Release Escrow Release Conditions One

Dear Madam,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that "Escrow Release Conditions One" has been satisfied. Accordingly, and based on the certificates attached hereto, please recognize the satisfaction of the release condition and transfer \$2,572,300.29 from the Series 2025 Escrow Subaccount to the applicable acquisition and construction account. Thank you for your assistance.

Lowery Hills Community Development District



By: Craig Wrathell  
Its Secretary

**Exhibit A:** Applicable Supplemental Trust Indenture Provisions  
**Exhibit B:** District Certificate

## EXHIBIT A

The following provisions of the First Supplemental Trust Indenture (“**Supplemental Indenture**”) are applicable:

“Escrow Release Conditions One,” “Escrow Release Conditions Two,” “Escrow Release Conditions Three,” and “Escrow Release Conditions Four” shall mean, with respect to Phase W1 of the Development within Assessment Area One (i.e., Escrow Release Conditions One), the delivery by the Developer to the Consulting Engineer and District Manager of copies of all required construction plan approvals from the City with respect to the development of Phase W1; with respect to Phase E4 of the Development within Assessment Area One (i.e., Escrow Release Conditions Two), the delivery by the Developer to the Consulting Engineer and the District Manager of copies of all required construction plan approvals from the City with respect to the development of Phase E4; with respect to Phase E5 of the Development within Assessment Area One (i.e., Escrow Release Conditions Three), the delivery by the Developer to the Consulting Engineer and the District Manager of copies of all required construction plan approvals from the City with respect to the development of Phase E5; and shall mean with respect to Phase E6 of the Development within Assessment Area One (i.e., Escrow Release Conditions Four), the delivery by the Developer to the Consulting Engineer and the District Manager of copies of all required construction plan approvals from the City with respect to the development of Phase E6. When and if applicable, the District Manager, based solely upon a written certification of the Consulting Engineer regarding satisfaction of any of the Escrow Release Conditions, shall give prompt notice to the Trustee that the applicable Escrow Release Conditions have been satisfied. Upon such notices, the Trustee shall be authorized to transfer such moneys to the Series 2025 Acquisition and Construction Account and disburse such moneys pursuant to Section 4.01(a). The term “Escrow Release Conditions” shall mean Escrow Release Conditions One, Escrow Release Conditions Two, Escrow Release Conditions Three and Escrow Release Conditions Four either collectively or individually, as applicable.

(Article I – Definitions.)

[CONTINUED ON FOLLOWING PAGE]

Section 4.01 of the Supplemental Indenture further provides, in pertinent part:

**ARTICLE IV  
ESTABLISHMENT OF CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS;  
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;  
REMOVAL OF SPECIAL ASSESSMENT LIENS**

**SECTION 4.01.**      Establishment of Certain Funds, Accounts and Subaccounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2025 Acquisition and Construction Account" and within such Account, a "Series 2025 Escrow Subaccount." Net proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Acquisition and Construction Account and the Series 2025 Escrow Subaccount in the amounts set forth in Section 2.06 of this First Supplemental Indenture, together with any other moneys that may be transferred to the Series 2025 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2025 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a) and moneys on deposit in the Series 2025 Escrow Subaccount shall be disbursed pursuant to this paragraph (a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. If any of the Escrow Release Conditions have been satisfied within the Escrow Term and the District Manager has provided written notice of such fact to the Issuer and the Trustee, upon which the Trustee may conclusively rely, the related moneys in the Series 2025 Escrow Subaccount shall be transferred into the Series 2025 Acquisition and Construction Account to be requisitioned as any other money on deposit in the Series 2025 Acquisition and Construction Account. If the Trustee has not received written notice that any of the Escrow Release Conditions have been satisfied by the end of the Escrow Term, the Trustee shall, at the end of the Escrow Term, transfer the moneys in the Series 2025 Escrow Subaccount to the Series 2025 Prepayment Subaccount. When and if Escrow Release Conditions One have been satisfied, \$2,572,300.29 in the Series 2025 Escrow Subaccount shall be transferred to the Series 2025 Acquisition and Construction Account. When and if Escrow Release Conditions Two have been satisfied, \$2,303,063.77 in the Series 2025 Escrow Subaccount shall be transferred to the Series 2025 Acquisition and Construction Account. When and if Escrow Release Conditions Three have been satisfied, \$544,114.79 in the Series 2025 Escrow Subaccount shall be transferred to the Series 2025 Acquisition and Construction Account. When and if Escrow Release Conditions Four have been satisfied, \$581,639.95 in the Series 2025 Escrow Subaccount shall be transferred to the Series 2025 Acquisition and Construction Account. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2025 Acquisition and Construction Account after the Completion Date and after the expenditure of all moneys remaining therein that have not been requisitioned after satisfaction of the Release Conditions #1 and Release Conditions #2 upon notice of the same given by the District Manager to the Trustee, except for any moneys reserved therein for the payment of any costs of the Assessment Area One Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the

**EXHIBIT B**

**DISTRICT ENGINEER'S CERTIFICATE REGARDING SATISFACTION OF  
ESCROW RELEASE CONDITIONS ONE**

OCTOBER 23, 2025

Regions Bank  
10245 Centurion Parkway, Suite 200  
Jacksonville, Florida 32256  
Attn: Janet Ricardo  
E-mail: janet.ricardo@regions.com

RE: Lowery Hills Community Development District  
Special Assessment Bonds, Series 2025 (Assessment Area One)  
Satisfaction of Release Escrow Release Conditions One

Dear Madam,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of "Escrow Release Conditions One" as follows:

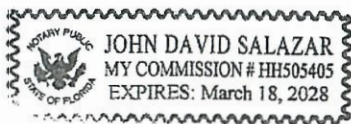
1. We have received copies of all required construction plan approvals from the City with respect to the development of Phase W1.

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Engineer's Certificate Regarding Satisfaction of Escrow Release Conditions One.

By: [Signature]  
Its: District Engineer

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23 day of October, 2025, by Jose Rodriguez, as District Engineer for the Lowery Hills Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [] or did not [] take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: John David Salazar  
Commission No.: HH 505405  
My Commission Expires: 03/18/2028

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

**C**

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS**


# **CI**

# CONTRACT AGREEMENT


This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Lowery Hills Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Lowery Hills Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:   
\_\_\_\_\_  
Special District Representative  
Ernesto J. Torres  
\_\_\_\_\_  
Print name  
Assistant Secretary  
\_\_\_\_\_  
Title  
Jan 21, 2026  
\_\_\_\_\_  
Date

Neil Combee  
Polk County Property Appraiser  
By:

  
\_\_\_\_\_  
Neil Combee, Property Appraiser

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS**

# **CII**



**POLK COUNTY**  
Property Appraiser  
Neil Combee

Revised 12/2025  
ADA Compliant

**2026 Data Sharing and Usage Agreement**

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Lowery Hills CDD hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

**For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.**

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as "local government" by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: Lowery Hills

Signature: Ernesto Torres  
AE6196EB34D4464...

Print: Ernesto J. Torres

Title: Assistant Secretary

Date: 12/15/2025

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

# **LOWERY HILLS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2026**

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>ASSETS</b>				
Cash	\$ 4,158	\$ -	\$ -	\$ 4,158
Investments				
Revenue	-	3,024	-	3,024
Reserve	-	896,261	-	896,261
Construction	-	-	3,011,095	3,011,095
Escrow subaccount	-	-	734,266	734,266
Interest	-	346,584	-	346,584
Sinking	-	170,000	-	170,000
Undeposited funds	9,223	-	-	9,223
Due from Landowner	19,173	404,318	-	423,491
Total assets	<u>32,554</u>	<u>1,820,187</u>	<u>3,745,361</u>	<u>5,598,102</u>
 <b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 19,795	\$ -	\$ -	\$ 19,795
Due to Landowner	213	4,226	559	4,998
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>26,008</u>	<u>4,226</u>	<u>559</u>	<u>30,793</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	19,173	404,318	-	423,491
Unearned revenue	-	275,781	-	275,781
Total deferred inflows of resources	<u>19,173</u>	<u>680,099</u>	<u>-</u>	<u>699,272</u>
 Fund balances:				
Restricted for:				
Debt service	-	1,135,862	-	1,135,862
Capital projects	-	-	3,744,802	3,744,802
Unassigned	(12,627)	-	-	(12,627)
Total fund balances	<u>(12,627)</u>	<u>1,135,862</u>	<u>3,744,802</u>	<u>4,868,037</u>
 Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,554</u>	<u>\$ 1,820,187</u>	<u>\$ 3,745,361</u>	<u>\$ 5,598,102</u>

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 9,223	\$ 43,554	\$ 320,350	14%
Total revenues	<u>9,223</u>	<u>43,554</u>	<u>320,350</u>	14%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor	-	-	2,000	0%
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	115	6,370	25,000	25%
Engineering	-	-	2,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
EMMA software	-	875	2,000	44%
Telephone	17	117	200	59%
Postage	8	9	500	2%
Printing & binding	42	292	500	58%
Trustee	-	3,750	5,000	75%
Legal advertising	57	359	5,500	7%
Annual special district fee	-	175	175	100%
Insurance	-	5,512	6,350	87%
Contingencies/bank charges	95	856	750	114%
Website hosting & maintenance	-	1,410	705	200%
Website ADA compliance	-	145	210	69%
Total professional & administrative	<u>4,417</u>	<u>48,453</u>	<u>104,890</u>	46%
<b>Field Operations</b>				
Management	-	-	12,960	0%
Contingencies/field operations	-	-	25,000	0%
Stormwater Management	-	-	25,000	0%
Streetlighting	-	-	10,000	0%
Repair/maintenance/pressure washing	-	-	5,000	0%
Electricity/utilities	-	-	25,000	0%
Landscape maintenance	-	-	100,000	0%
Irrigation repairs	-	-	5,000	0%
General maintenance	-	-	7,500	0%
Total field operations	<u>-</u>	<u>-</u>	<u>215,460</u>	0%
Total expenditures	<u>4,417</u>	<u>48,453</u>	<u>320,350</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	4,806	(4,899)	-	
Fund balances - beginning	(17,433)	(7,728)	-	
Fund balances - ending	<u>\$ (12,627)</u>	<u>\$ (12,627)</u>	<u>\$ -</u>	

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2025  
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 243,435	\$ 243,435	\$ 863,671	28%
Interest	2,515	18,577	-	N/A
Total revenues	<u>245,950</u>	<u>262,012</u>	<u>863,671</u>	30%
<b>EXPENDITURES</b>				
Principal	-	-	170,000	0%
Interest	-	404,318	750,876	54%
Total debt service	<u>-</u>	<u>404,318</u>	<u>920,876</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	245,950	(142,306)	(57,205)	
Fund balances - beginning	889,912	1,278,168	1,267,988	
Fund balances - ending	<u>\$ 1,135,862</u>	<u>\$ 1,135,862</u>	<u>\$ 1,210,783</u>	

**LOWERY HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2025  
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 10,504	\$ 97,118
Total revenues	10,504	97,118
<b>EXPENDITURES</b>		
Construction costs	-	2,457,252
Total expenditures	-	2,457,252
Excess/(deficiency) of revenues over/(under) expenditures	10,504	(2,360,134)
Fund balances - beginning	3,734,298	6,104,936
Fund balances - ending	\$ 3,744,802	\$ 3,744,802

**LOWERY HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lowery Hills Community Development District held Public Hearings, a Regular Meeting and Audit Committee Meeting on August 13, 2025 at 1:30 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

**Present:**

Bill Fife	Chair
Owen Budorick	Vice Chair
Candice Bain (via telephone)	Assistant Secretary
Eric Morrisette	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez (via telephone)	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:32 p.m. Supervisors Fife, Morrisett and Budorick were present. Supervisor Bain attended via telephone. Supervisor Woodard was absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2025/2026 Budget**

**A. Affidavit of Publication**

**B. Consideration of Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

38 Mr. Torres presented Resolution 2025-09. He reviewed the proposed Fiscal Year 2026  
39 budget, which includes field operations and amenities expenditures. This is a Landowner-  
40 contribution budget with expenses being funded as they are incurred.

41 **On MOTION by Mr. Fife and seconded by Mr. Morrisette, with all in favor, the**  
42 **Public Hearing was opened.**

43  
44  
45 No affected property owners or members of the public spoke.

46 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the**  
47 **Public Hearing was closed.**

48  
49  
50 Mr. Fife proposed removing the Amenity Center budget, as the improvements are not  
51 expected to come online until Fiscal Year 2027, and instead assigning \$25,000 to a new  
52 “Contingency” line item, under Field Operations.

53 The following changes will be made to the Fiscal Year 2026 Budget:

54 Page 1: Add Field Operations “Contingency” line item for \$25,000

55 Page 2: Delete Amenity Center amounts in the individual budget line items

56 **On MOTION by Mr. Morrisette and seconded by Mr. Fife, with all in favor,**  
57 **Resolution 2025-09, Relating to the Annual Appropriations and Adopting the**  
58 **Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September**  
59 **30, 2026, as amended; Authorizing Budget Amendments; and Providing an**  
60 **Effective Date, was adopted.**

61  
62  
63 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and  
Objections on the Imposition of  
Maintenance and Operation Assessments  
to Fund the Budget for Fiscal Year  
2025/2026, Pursuant to Florida Law**

- 64
- 65
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- 69 **A. Proof/Affidavit of Publication**
- 70 **B. Mailed Notice(s) to Property Owners**
- 71 **C. Consideration of Resolution 2025-10, Providing for Funding for the Fiscal Year 2026**
- 72 **Adopted Budget(s); Providing for the Collection and Enforcement of Special**
- 73 **Assessments, Including but Not Limited to Penalties and Interest Theron; Certifying an**

74 Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a  
75 Severability Clause; and Providing an Effective Date

76 On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the  
77 Public Hearing was opened.

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No affected property owners or members of the public spoke.

81 On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the  
82 Public Hearing was closed.

83

84 On MOTION for by Mr. Fife and seconded by Mr. Budorick, with all in favor,  
85 Resolution 2025-10, Providing for Funding for the Fiscal Year 2026 Adopted  
86 Budget(s); Providing for the Collection and Enforcement of Special Assessments,  
87 Including but Not Limited to Penalties and Interest Theron; Certifying an  
88 Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a  
89 Severability Clause; and Providing an Effective Date, was adopted.

90  
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92 **FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2026 Deficit  
Funding Agreement**

93  
94

95 On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the  
96 Fiscal Year 2026 Deficit Funding Agreement, was approved.

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98

99 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-04,  
Designating the Location of the Local  
District Records Office and Providing an  
Effective Date**

100  
101  
102  
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This item was deferred.

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106 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-06,  
Designating Dates, Times and Locations for  
Regular Meetings of the Board of  
Supervisors of the District for Fiscal Year  
2025/2026 and Providing for an Effective  
Date**

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The following changes will be made to the Fiscal Year 2026 Meeting Schedule:

114 TIMES: Change December 10, 2025 and March 11, 2026 from "11:00 AM" to "5:00 PM"

115

116 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor,**  
117 **Resolution 2025-06, Designating Dates, Times and Locations for Regular**  
118 **Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026,**  
119 **as amended, and Providing for an Effective Date, was adopted.**

120

121

122 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2025-08,**  
123 **Approving the Florida Statewide Mutual**  
124 **Aid Agreement; Providing for Severability;**  
125 **and Providing for an Effective Date**  
126

127 Mr. Torres presented Resolution 2025-08. He discussed the benefits of the Agreement  
128 and noted that the CDD would more likely be the recipient of aid from other governmental  
129 entities than a provider of aid. This Agreement was previously approved and is being presented  
130 due to some updates to the Agreement.

131 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor,**  
132 **Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement;**  
133 **Providing for Severability; and Providing for an Effective Date, was adopted.**

134

135

136 **NINTH ORDER OF BUSINESS** **Recess Regular Meeting/Commencement**  
137 **of Audit Selection Committee Meeting**  
138

139 The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

140

141 **TENTH ORDER OF BUSINESS** **Review of Responses to Request for**  
142 **Proposals (RFP) for Annual Audit Services**  
143

- 144 **A. Affidavit of Publication**
- 145 **B. RFP Package**
- 146 **C. Respondent(s)**

147 Mr. Torres discussed his experience with the respondents in terms of the categories on  
148 the Auditor Evaluation Matrix. All respondents are qualified, Di Bartolomeo, McBee, Hartley &  
149 Barnes, P.A. (DMHB) has less experience with Special Districts, all understand the scope of work,

150 Berger, Toombs, Elam, Gaines & Frank (BTEGF) was not always timely, and Grau & Associates  
151 (Grau) was the lowest bidder.

152 **I. Berger, Toombs, Elam, Gaines & Frank**

153 Bid: \$3,800 without bond issuance, \$5,200 with bond issuance.

154 **II. DiBartolomeo, McBee, Hartley & Barnes, P.A.**

155 Bid: \$3,150 for Fiscal Year 2024, \$3,300 for Fiscal Year 2025, \$3,450 for Fiscal Year 2026,  
156 \$3,600 for Fiscal Year 2027 and \$3,750 for Fiscal Year 2028. In years of new debt issuance fees  
157 may be adjusted as mutually agreed upon.

158 **III. Grau & Associates**

159 Bid: \$3,000 for Fiscal Year 2024, \$3,100 for Fiscal Year 2025, \$3,200 for Fiscal Year 2026,  
160 \$3,300 for Fiscal Year 2027 and \$3,400 for Fiscal Year 2028; plus an additional \$1,500 with bond  
161 issuance.

162 **D. Auditor Evaluation Matrix/Ranking**

163 Mr. Fife presented his scores and ranking, as follows:

164	#1	Grau & Associates	100 points
165	#2	Di Bartolomeo, McBee, Hartley & Barnes, P.A.	98 points
166	#3	Berger, Toombs, Elam, Gaines & Frank	97 points

167 The Audit Selection Committee accepted Mr. Fife’s scores and ranking as its own.

168

169 **ELEVENTH ORDER OF BUSINESS**

**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

170

171

172 The Audit Selection Committee Meeting terminated and the Regular Meeting  
173 reconvened.

174

175 **TWELFTH ORDER OF BUSINESS**

**Consider Recommendation of Audit Selection Committee**

176

177 • **Award of Contract**

178 **On MOTION by Mr. Fife and seconded by Mr. Morrisette, with all in favor,**  
179 **accepting the Audit Selection Committee’s scores, ranking and recommendation**  
180 **ranking Grau & Associates as the #1 ranked respondent to the RFP for Annual**  
181 **Audit Services as the Board’s own, and awarding the Annual Audit Services**

182 contract to Grau & Associates, the #1 ranked respondent, and authorizing Staff  
183 to engage Grau & Associates and prepare necessary documents, was approved.

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186 **THIRTEENTH ORDER OF BUSINESS**

186 **Consideration of Resolution 2025-11,**  
187 **Electing Officer(s) of the District and**  
188 **Providing for an Effective Date [Felix**  
189 **Rodriguez]**

190

191 Mr. Torres presented Resolution 2025-21. The purpose of this Resolution is to add Felix  
192 Rodriquez as an Assistant Secretary. All prior appointments by the Board are unaffected by this  
193 Resolution.

194 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor,**  
195 **Resolution 2025-11, Electing Officer(s) of the District and Providing for an**  
196 **Effective Date, was adopted.**

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199 **FOURTEENTH ORDER OF BUSINESS**

199 **Consideration of Goals and Objectives**  
200 **Reporting FY2026 [HB7013 - Special**  
201 **Districts Performance Measures and**  
202 **Standards Reporting]**

203

204 Mr. Torres presented the Goals and Objectives Reporting Fiscal Year 2026 Performance  
205 Measures and Standards. He noted that it will be necessary to authorize the Chair to approve the  
206 findings related to the 2025 Goals and Objectives.

- 207 • **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives**  
208 **Reporting**

209 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the**  
210 **Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and**  
211 **Standards and authorizing the Chair to approve the findings related to the 2025**  
212 **Goals and Objectives Reporting, were approved.**

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215 **FIFTEENTH ORDER OF BUSINESS**

215 **Acceptance of Unaudited Financial**  
216 **Statements as of June 30, 2025**

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218 **On MOTION by Mr. Fife and seconded by Mr. Budorick, with all in favor, the**  
219 **Unaudited Financial Statements as of June 30, 2025, were accepted.**

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**SIXTEENTH ORDER OF BUSINESS** **Approval of May 14, 2025 Regular Meeting Minutes**

**On MOTION by Mr. Morrisette and seconded by Mr. Fife, with all in favor, the May 14, 2025 Regular Meeting Minutes, as presented, were approved.**

**SEVENTEENTH ORDER OF BUSINESS** **Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): Stephens Barrios Engineering**  
There were no District Counsel or District Engineer reports.

- C. District Manager: Wrathell, Hunt and Associates, LLC**
  - **NEXT MEETING DATE: September 10, 2025 at 1:30 PM**
    - **QUORUM CHECK**

The next meeting will be held on September 10, 2025, unless canceled.

**EIGHTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**NINETEENTH ORDER OF BUSINESS** **Public Comments**

No members of the public spoke.

**TWENTIETH ORDER OF BUSINESS** **Adjournment**

**On MOTION by Mr. Budorick and seconded by Mr. Fife, with all in favor, the meeting adjourned at 1:53 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**LOWERY HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**LOWERY HILLS COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

**LOCATION**

*Albertus Maulsby Community Center, 655 3rd Street North, Lake Alfred, Florida 33850*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 8, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 12, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 10, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>5:00 PM</b>
<b>January 14, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 11, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 11, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>5:00 PM</b>
<b>April 8, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 13, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 10, 2026</b>	<b>Regular Meeting</b> <i>Presentation of FY2027 Proposed Budget</i>	<b>11:00 AM</b>
<b>July 8, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 12, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>September 9, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>