

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

**SOUTHERN HILLS PLANTATION III  
COMMUNITY  
DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS  
MEETING  
OCTOBER 15, 2015**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT AGENDA  
OCTOBER 15, 2015 at 10:00 a.m.**

**(or soon thereafter the adjournment of the Southern Hills Plantation I CDD meeting)**

At the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601

<b>District Board of Supervisors</b>	Grady Miars Robert Nelson Jim Knierim Vacant Ellen Johnson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Clifton Fischer	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jennifer Kilinski	Hopping, Green & Sams, P.A.
<b>District Engineer</b>	Don Lacey	Coastal Engineering

**All Cellular phones and pagers must be turned off during the meeting.**

**The District Agenda is comprised of five different sections:**

The meeting will begin promptly at **10:00 a.m. (or soon thereafter the adjournment of the Southern Hills Plantation I CDD meeting)** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Audience Comments and Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

**SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544**

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October 7, 2015

Board of Supervisors  
**Southern Hills Plantation III  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of Southern Hills Plantation III Community Development District will be held on **Thursday, October 15 2015 at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills I Meeting)** at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. The following is the advance agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held on September 17, 2015..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for September 2015 (under separate cover)
  - C. Consideration of Replacement Supervisor
    1. Administration of Oath of Office to Newly Appointed Supervisor..... Tab 2
    2. Review of Sunshine Law and Form 1 Requirement
- 4. BUSINESS ITEMS**
  - A. Consideration of Business Related to Transition of Management Services
    1. Consideration of District Management Agreement..... Tab 3
    2. Consideration of Resolution 2016-1, Election of Officers..... Tab 4
    3. Consideration of Resolution 2016-2, Checking Account Signatories..... Tab 5
    4. Consideration of Resolution 2016-3, Designating a Qualified Public Depository..... Tab 6
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571

Sincerely,

***Clif Fischer***  
Clifton Fischer  
District Manager

Cc. Jennifer Kilinski, Hopping, Green & Sams, P.A.  
Don Lacey, Coastal Engineering Associates

# **Tab 1**

**MINUTES OF MEETING**

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

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Southern Hills Plantation III Community Development District was held on **Thursday, September 17, 2015 at 11:15 a.m.** at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.

Present and constituting a quorum:

Grady Miars	<b>Board Supervisor, Chairman</b>
Robert Nelson	<b>Board Supervisor, Vice Chairman</b>
Ellen Johnson	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Clifton Fischer	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jennifer Kilinski	<b>District Counsel, Hopping, Green &amp; Sam</b>
Joe Calamari	<b>District Engineer, Coastal Engineering</b>
Audience	

**FIRST ORDER OF BUSINESS** **Call to Order**

Mr. Fischer called the meeting to order and read the roll call confirming a quorum.

**SECOND ORDER OF BUSINESS** **Audience Comments on Agenda Items**

There were no audience comments on agenda items.

**THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
August 20, 2015**

On a Motion by Mr. Miars, seconded by Mr. Nelson, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 20, 2015 as presented for Southern Hills Plantation III Community Development District.
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41 **FOURTH ORDER OF BUSINESS** **Consideration of Operation and**  
42 **Maintenance Expenditures for August**  
43 **2015**  
44

On a Motion by Mr. Miars, seconded by Mr. Nelson, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures August 2015 (\$5,982.76) as presented for Southern Hills Plantation III Community Development District.

45 **FIFTH ORDER OF BUSINESS** **Consideration of Replacement Supervisor**  
46  
47 The Board tabled this matter.  
48  
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50 **SIXTH ORDER OF BUSINESS** **Consideration of Proposals for District**  
51 **Management Services**  
52

On a Motion by Mr. Miars, seconded by Mr. Nelson, with all in favor, the Board of Supervisors terminated the contract with Rizzetta and Company, Inc. and authorized District Counsel to enter into an agreement with Wrathell Hunt for District Management Services for Southern Hills Plantation III Community Development District.

53 **SEVENTH ORDER OF BUSINESS** **Staff Reports**  
54

- 55  
56 A. District Counsel  
57 No report.  
58  
59 B. District Engineer  
60 No report.  
61  
62 C. District Manager  
63 Mr. Fischer reminded the Board that the next meeting is scheduled for October  
64 15, 2015 immediately following the Southern Hills I meeting.  
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66 **EIGHTH ORDER OF BUSINESS** **Audience Comments and Supervisor**  
67 **Requests**  
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69 There were no audience comments or Supervisor requests put forward.  
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77 **NINTH ORDER OF BUSINESS**                      **Adjournment**

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On a Motion by Mr. Miars, seconded by Ms. Johnson, with all in favor, the Board of Supervisors adjourned the meeting at 11:18 a.m. for Southern Hills Plantation III Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT



## **Tab 2**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISOR  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF HERNANDO

On this 15<sup>th</sup> day of October, 2015, before me, personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Southern Hill Plantation II Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public  
STATE OF FLORIDA

My commission expires on: \_\_\_\_\_

## **Tab 3**



*Wrathell, Hunt and Associates, LLC*

**AGREEMENT FOR MANAGEMENT SERVICES**  
**Between**  
**Southern Hills Plantation III Community Development District**  
**and**  
**Wrathell, Hunt & Associates, LLC**

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 1st day of November 2015, by and between the Southern Hills Plantation III Community Development District, hereinafter referred to as "DISTRICT", and the firm of *Wrathell, Hunt & Associates, LLC*, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be



*Wrathell, Hunt and Associates, LLC*

increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
  - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement.
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by the MANAGER, for any reason, by providing ninety (90) days prior written notice and by the District, by providing sixty (60) days prior written notice.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER's possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due DISTRICT by MANAGER. The DISTRICT's obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective



*Wrathell, Hunt and Associates, LLC*

business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Hernando County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.



*Wrathell, Hunt and Associates, LLC*

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

If to the DISTRICT: Southern Hills Plantation III Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

With a copy to: Counsel to the DISTRICT:  
Hopping Green & Sams  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3<sup>rd</sup>) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
14. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT, unless such acts or omissions are attributable to MANAGER. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of



*Wrathell, Hunt and Associates, LLC*

indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 14 shall survive the termination of this Agreement.

15. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 15 shall survive the termination of this Agreement.
16. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.
17. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 17 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
18. To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the DISTRICT, the MANAGER agrees to indemnify and hold the DISTRICT and its respective officers, directors, employees, agents, successors and assigns (DISTRICT and each such person being an "Indemnified Party") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of any and all of the services provided by MANAGER pursuant to this Agreement. In the event that the MANAGER receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with MANAGER's indemnity obligations hereunder, the MANAGER shall give the DISTRICT prompt notice of such proceedings and shall inform the DISTRICT in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. This provision is not intended to supersede the District's "Support and Legal Defense" Resolution such that if Manager is acting pursuant to that Resolution, the provisions of the Resolution remain in full force and effect.

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





*Wrathell, Hunt and Associates, LLC*

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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



**Wrathell, Hunt and Associates, LLC**

IN WITNESS WHEREOF, the Board of Supervisors of the Southern Hills Plantation III Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

**BOARD OF SUPERVISORS:**

Signed in the presence of

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT  
DISTRICT**

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name \_\_\_\_\_, Chair

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**MANAGER:**

**WRATHELL, HUNT & ASSOCIATES,  
LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Craig A. Wrathell, President & Managing  
Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_



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**EXHIBIT A - SERVICES**

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*Wrathell, Hunt & Associates, LLC* will perform all required Management functions of the Southern Hills Plantation III Community Development District (the “District”), which shall include but is not limited to the following:

- Attend all meetings and workshops of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action (the pricing for this Agreement provides no maximum number of meetings, workshops or time of meetings/workshops; however, if more than fifteen meetings are scheduled during a fiscal year, Manager reserves the right to staff the additional meetings with local district management personnel)
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Comply with District’s Rules of Procedures.
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budgets as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
  - Insurance, including General Liability along with Directors and Officers Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
  - Public Facilities Report
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule



*Wrathell, Hunt and Associates, LLC*

- Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
  - Annual Financial Audit
  - Annual Financial Report
  - Public Depositor Report
  - Proposed Budget
  - District Map and Amendments
  - Public Facilities Report
  - Registered Agent and Registered Office
  - Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with District general management company, contractors, employees, and residents to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff



## *Wrathell, Hunt and Associates, LLC*

- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
- Prepare and implement operating schedules
- Prepare and implement operating policies
- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the Board and residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Follow, maintain and facilitate District's adopted Rules of Procedure and policies

### *Recording Services*

*Wrathell, Hunt & Associates, LLC* will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board agendas and coordinate receipt of sufficient material for Board to make informed policy decisions and disseminate to the Board at least seven days prior to the next scheduled meeting, and in compliance with the District's adopted Rules of Procedure.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link



## *Wrathell, Hunt and Associates, LLC*

to maintaining a highly accurate public record. These minutes are maintained by *Wrathell, Hunt & Associates, LLC* in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

### *Accounting Services*

*Wrathell, Hunt & Associates, LLC* will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing



*Wrathell, Hunt and Associates, LLC*

- Coordinate Budget preparation with District Board, Engineer, Attorney, General Manager, Operations Manager or equivalent and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year end audit:
  - Prepare schedule of bank reconciliations
  - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
  - Prepare analysis of accounts receivable
  - Prepare schedule of interfund accounts
  - Prepare schedule of payables from the governments
  - Prepare schedule of all prepaid expenses
  - Prepare debt confirmation schedules
  - Prepare schedule of accounts payable
  - Prepare schedule of changes in fund balances
  - Prepare schedule of assessment revenue compared to budget
  - Prepare schedule of interest income and provide reasonableness test



## *Wrathell, Hunt and Associates, LLC*

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Perform annual analysis of reserve fund requirements and make funding recommendations
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

### *Special Assessment Methodology Preparation Services*

*Wrathell, Hunt & Associates, LLC* will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad





*Wrathell, Hunt and Associates, LLC*

valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment




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**Exhibit B – Service Fees**

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	<b>Proposed FY 2016 Budget WHA Fees</b>
<b>General Fund</b>	
Assessment Roll	Included in Manager
Manager	\$15,000
Disclosure Services	N/A
Website Services*	\$1,000
Computer Time	Included in Manager
Telephone	Included in Manager
Postage	Included in Manager
Printing and Binding	Included in Manager
Office Supplies	Included in Manager
Records Storage	Included in Manager
Records Requests Admin	Included in Manager
<b>Sub-Total</b>	<hr/> \$16,000
<b>Total Annual Fee</b>	<hr/> \$16,000

Costs of mass mailing to all residents/landowners are additional and based on the actual cost of material and labor.

\*Website Services include District website hosting, e-mail hosting, maintenance services and updates/uploads of meeting agendas and minutes, meeting schedules, budgets, amendments and financial statements.

**Wrathell, Hunt and Associates, LLC**, can additionally provide services related to issuance of indebtedness, preparation of special assessment methodologies, large-scale landowner notices, or any other services desired by the District’s Board of Supervisors. The scope and compensation for any such services would be negotiated separately between the District’s Board of Supervisors and **Wrathell, Hunt and Associates, LLC**, and subject to budgetary appropriation either in the District’s adopted or amended budget, as appropriate.

## **Tab 4**

**RESOLUTION 2016-01**

**A RESOLUTION ELECTING THE OFFICERS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT, HERNANDO COUNTY, FLORIDA**

WHEREAS, the Board of Supervisors of the Southern Hills Plantation III Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	<u>Craig Wrathell</u>
Treasurer	<u>Craig Wrathell</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>Rick Woodville</u>

2. This Resolution shall take effect on November 1, 2015, upon which time the above named individuals assume their respective offices.

**PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2015.**

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

\_\_\_\_\_  
Chair/Vice Chair

## **Tab 5**

**RESOLUTION 2016-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CHECKING ACCOUNT SIGNER AUTHORITY, AND AN EFFECTIVE DATE.**

WHEREAS, Southern Hills Plantation III Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hernando County, City of Brooksville, Florida; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by warrant or check signed by the Treasurer and by such other person as may be authorized by the Board; and

WHEREAS, the Board of Supervisors of the Southern Hills Plantation III Community Development District (the "Board") has pursuant to Resolution 2016-01, appointed a Treasurer for the District; and

WHEREAS, desires to designate checking account signer authority to the Treasurer.

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

1. All previous signers on the District's accounts will be removed effective November 1, 2015. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
2. Account signer authority is hereby granted to the Treasurer.
3. This resolution shall take effect on November 1, 2015.

**PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2015.**

ATTEST:

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Its: Chair/Vice Chair

## **Tab 6**

**RESOLUTION 2016-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A QUALIFIED PUBLIC DEPOSITORY, PURSUANT TO CHAPTER 280, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, it is necessary for Southern Hills Plantation III Community Development District (the "District") to establish accounts with a qualified depository for the purpose of the deposits and subsequent expenditure of public funds of the District; and

**WHEREAS**, the Board of Supervisors of Southern Hills Plantation III Community Development District has selected \_\_\_\_\_ to serve as the depositories of public funds for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

Section 1. The District Manager is hereby authorized to establish accounts with \_\_\_\_\_ to serve as depositories of public funds for the District, pursuant to public law and regulations under Section 280.17, Florida Statutes. A copy of the Public Depository List is attached as **Exhibit "A"**.

Section 2. This Resolution shall become effective on November 1, 2015.

**PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2015.**

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

\_\_\_\_\_  
Chair/Vice Chair



Exhibit "A"

## Active Qualified Public Depository List

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

QPD Name	City	State
1st National Bank of South Florida	Homestead	FL
1st United Bank	Boca Raton	FL
Alarion Bank	Ocala	FL
American Enterprise Bank of Florida *	Jacksonville	FL
American Momentum Bank	Tampa	FL
American National Bank	Oakland Park	FL
Ameris Bank	Moultrie	GA
Anthem Bank & Trust	Plaquemine	LA
BAC Florida Bank	Coral Gables	FL
BMO Harris Bank, N.A.	Chicago	IL
Banco Popular North America	New York	NY
BancorpSouth Bank	Tupelo	MS
Banesco USA	Coral Gables	FL
Bank of America, N.A.	Charlotte	NC
Bank of Belle Glade	Belle Glade	FL
Bank of Central Florida	Lakeland	FL
Bank of Jackson County *	Graceville	FL
Bank of St. Augustine	St. Augustine	FL
Bank of the South	Pensacola	FL
BankFirst	Winter Park	FL
BankUnited, N.A.	Miami Lakes	FL
Beach Community Bank 01/01/2013	Fort Walton Beach	FL
Branch Banking & Trust Company	Winston-Salem	NC
Brannen Bank	Inverness	FL
Broward Bank of Commerce	Fort Lauderdale	FL

QPD Name	City	State
C1 Bank	Lakewood Ranch	FL
CBC National Bank	Fernandina Beach	FL
CCB Community Bank	Andalusia	AL
CNLBank *	Orlando	FL
Cadence Bank, N.A.	Birmingham	AL
Capital Bank, N.A.	Coral Gables	FL
Capital City Bank	Tallahassee	FL
Centennial Bank	Conway	AR
CenterState Bank of Florida, N.A.	Winter Haven	FL
Central Bank	Tampa	FL
Charlotte State Bank & Trust	Port Charlotte	FL
CharterBank	West Point	GA
Citibank, N.A.	Sioux Falls	SD
Citizens Bank & Trust	Frostproof	FL
Citizens Bank of Florida	Oviedo	FL
Citizens First Bank	The Villages	FL
Citizens State Bank	Perry	FL
City National Bank of Florida	Miami	FL
Coconut Grove Bank	Miami	FL
Columbia Bank *	Lake City	FL
Community Bank & Trust of Florida	Ocala	FL
Community Bank of Broward	Dania Beach	FL
Community Bank of Florida *	Homestead	FL
Community Bank of the South	Merritt Island	FL
Community Southern Bank	Lakeland	FL

QPD Name	City	State
Community State Bank	Starke	FL
Compass Bank	Birmingham	AL
Continental National Bank of Miami	Miami	FL
Desjardins Bank, N.A. 01/16/2013	Hallandale	FL
Drummond Community Bank	Chiefland	FL
Eastern National Bank	Miami	FL
Edison National Bank	Fort Myers	FL
Encore National Bank	Port Charlotte	FL
Englewood Bank & Trust	Englewood	FL
Enterprise Bank of Florida - Withdrawn 04/25/2013	North Palm Beach	FL
Espirito Santo Bank	Miami	FL
EverBank	Jacksonville	FL
Executive National Bank	Miami	FL
FNBT.COM BANK	Fort Walton Beach	FL
Farmers & Merchants Bank	Monticello	FL
Fifth Third Bank	Cincinnati	OH
FineMark National Bank & Trust	Fort Myers	FL
First America Bank	Bradenton	FL
First American Bank *	Fort Dodge	IA
First Bank - Florida	Clewiston	FL
First Bank - Missouri	Creve Coeur	MO
First Bank of the Palm Beaches	West Palm Beach	FL
First City Bank of Florida *	Fort Walton Beach	FL
First Federal Bank of Florida	Lake City	FL
First Florida Bank	Destin	FL

<b>QPD Name</b>	<b>City</b>	<b>State</b>
First Green Bank	Mount Dora	FL
First National Bank Northwest Florida	Panama City	FL
First National Bank of Crestview *	Crestview	FL
First National Bank of Mount Dora	Mount Dora	FL
First National Bank of Pasco	Dade City	FL
First National Bank of South Miami	South Miami	FL
First National Bank of Wauchula	Wauchula	FL
First National Bank of the Gulf Coast	Naples	FL
First Southern Bank	Boca Raton	FL
First State Bank of Arcadia	Arcadia	FL
First State Bank of the Florida Keys	Key West	FL
FirstAtlantic Bank	Jacksonville	FL
Flagler Bank	West Palm Beach	FL
Florida Bank 09/09/2015	Tampa	FL
Florida Bank of Commerce	Orlando	FL
Florida Business Bank	Melbourne	FL
Florida Citizens Bank 11/16/2013	Gainesville	FL
Florida Community Bank, N.A.	Weston	FL
Florida Shores Bank - Southeast *	Pompano Beach	FL
Florida Shores Bank - Southwest	Venice	FL
Florida Traditions Bank	Dade City	FL
Floridian Bank	Daytona Beach	FL
Floridian Community Bank, Inc.	Davie	FL
Friends Bank 08/01/2012	New Smyrna Beach	FL
Gateway Bank of Central Florida	Ocala	FL

<b>QPD Name</b>	<b>City</b>	<b>State</b>
Gateway Bank of Florida	Daytona Beach	FL
Gibraltar Private Bank & Trust Company	Coral Gables	FL
Grand Bank & Trust of Florida *	West Palm Beach	FL
Gulf Coast Community Bank *	Pensacola	FL
Gulfstream Business Bank	Stuart	FL
Hancock Bank	Gulfport	MS
Harbor Community Bank	Indiantown	FL
Heartland National Bank	Sebring	FL
HeritageBank of the South	Albany	GA
Highlands Independent Bank *	Sebring	FL
IBERIABANK	Lafayette	LA
Interamerican Bank, F.S.B. 08/01/2012	Miami	FL
Intracoastal Bank	Palm Coast	FL
JGB Bank, N.A.	Miami	FL
JPMorgan Chase Bank, N.A.	Columbus	OH
Jefferson Bank of Florida	Oldsmar	FL
Lafayette State Bank	Mayo	FL
Landmark Bank, N.A.	Fort Lauderdale	FL
Madison County Community Bank	Madison	FL
Merchants & Southern Bank	Gainesville	FL
Nature Coast Bank	Hernando	FL
New Traditions National Bank	Orlando	FL
NorthStar Bank	Tampa	FL
Ocean Bank 01/16/2013	Miami	FL
Oculina Bank	Fort Pierce	FL

<b>QPD Name</b>	<b>City</b>	<b>State</b>
Old Florida National Bank	Orlando	FL
One South Bank	Chipley	FL
OneUnited Bank *	Boston	MA
Orange Bank of Florida	Orlando	FL
PNC Bank, N.A.	Wilmington	DE
Pacific National Bank	Miami	FL
Paradise Bank	Boca Raton	FL
Patriot Bank	Trinity	FL
Peoples Bank of Graceville	Graceville	FL
Peoples National Bank	Niceville	FL
Peoples State Bank *	Lake City	FL
PeoplesSouth Bank	Colquitt	GA
Platinum Bank	Brandon	FL
Preferred Community Bank *	Fort Myers	FL
Prime Meridian Bank	Tallahassee	FL
Prosperity Bank	St. Augustine	FL
Raymond James Bank, N.A.	St. Petersburg	FL
Regent Bank	Davie	FL
Regions Bank	Birmingham	AL
Reliance Bank *	Frontenac	MO
Republic Bank	Port Richey	FL
Sabadell United Bank, N.A.	Miami	FL
Seacoast National Bank	Stuart	FL
Seaside National Bank & Trust	Orlando	FL
ServisFirst Bank	Birmingham	AL

QPD Name	City	State
Shamrock Bank of Florida	Naples	FL
SmartBank	Pigeon Forge	TN
Southeastern Bank	Darien	GA
Stonegate Bank	Fort Lauderdale	FL
Summit Bank, N.A	Panama City	FL
SunTrust Bank	Atlanta	GA
Sunstate Bank	Miami	FL
Synovus Bank	Columbus	GA
TD Bank, N.A.	Wilmington	DE
The Bank of Tampa	Tampa	FL
The Jacksonville Bank *	Jacksonville	FL
The Northern Trust Company	Chicago	IL
TotalBank	Miami	FL
Trustmark National Bank	Jackson	MS
USAmeriBank	Clearwater	FL
United Bank	Atmore	AL
United Legacy Bank	Winter Park	FL
United Southern Bank	Umatilla	FL
Urban Trust Bank	Orlando	FL
Valley Bank *	Fort Lauderdale	FL
Wauchula State Bank	Wauchula	FL
Wells Fargo Bank, N.A.	Sioux Falls	SD