

**SOUTHERN HILLS  
PLANTATION III  
COMMUNITY DEVELOPMENT  
DISTRICT**

**September 12, 2022**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
REGULAR MEETING  
AGENDA**

**Southern Hills Plantation III  
Community Development District**

**OFFICE OF THE DISTRICT MANAGER**

**2300 Glades Road, Suite 410W • Boca Raton, Florida 33431**

**Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889**

September 2, 2022

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Board of Supervisors  
Southern Hills Plantation III Community Development District

Dear Board Members:

The Board of Supervisors of the Southern Hills Plantation III Community Development District will hold a Public Hearing and Regular Meeting on September 12, 2022, at 10:00 a.m., at Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on the Adoption of the Fiscal Year 2022/2023 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2022-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2022/2023 Funding Agreement
5. Acceptance of Unaudited Financial Statements as of July 31, 2022
6. Approval of May 9, 2022 Regular Meeting Minutes
7. Other Business
8. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Coastal Engineering Associates, Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 3, 2022 at 10:00 A.M. [Joint Special Meeting with Southern Hills Planation I and II CDDs]

- QUORUM CHECK

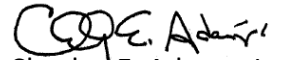
<b>JIM KNIERIM</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>No</b>
<b>ROBERT NELSON</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>No</b>
<b>ELLEN JOHNSON</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>No</b>
<b>GRADY MIARS</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>No</b>
<b>MARGARET BLOOMQUIST</b>	<input type="checkbox"/> <b>IN PERSON</b>	<input type="checkbox"/> <b>PHONE</b>	<input type="checkbox"/> <b>No</b>

9. Supervisors' Requests

10. Adjournment

If you have any questions or comments, please contact me directly at (239) 464-7114.

Sincerely,

  
Chesley E. Adams, Jr.  
District Manager

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

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

**PARTICIPANT PASSCODE: 229 774 8903**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**3A**

## Miscellaneous Notices



Published in Tampa Bay Times on August 24, 2022

### Location

Hernando County,

### Notice Text

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING. The Board of Supervisors ("Board") of the Southern Hills Plantation III Community Development District ("District") will hold a public hearing on September 12, 2022 at 10:00 a.m. at Southern Hills Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022, and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <http://southernhillsplantation3cdd.net>. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager 08/24/22, 08/31/22 0000240892

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**3B**

## RESOLUTION 2022-06

### THE ANNUAL APPROPRIATION RESOLUTION OF THE SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Southern Hills Plantation III Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Southern Hills Plantation III Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$85,120 to be raised by landowner funding agreement, the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$85,120
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**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.



- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2022.**

ATTEST:

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2022/2023 Proposed Budget

**Exhibit A**

Fiscal Year 2022/2023 Proposed Budget

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023  
PROPOSED BUDGET**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
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**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Adotped Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>REVENUES</b>					
Developer contributions	\$ 89,466	\$ 47,962	\$ 59,468	\$ 107,430	\$ 85,120
Total revenues	89,466	47,962	59,468	107,430	85,120
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	3,000	-	3,000	3,000	3,000
Management/accounting/recording	15,000	7,500	7,500	15,000	15,000
Bank fees	150	-	150	150	150
Legal general counsel	4,000	1,195	2,805	4,000	4,000
Engineering	1,000	-	1,000	1,000	1,000
Audit	3,200	-	3,200	3,200	3,200
Postage	400	-	400	400	400
Legal advertising	325	92	233	325	325
Annual district filing fee	200	175	25	200	200
Insurance	3,200	-	3,200	3,200	3,200
Website	1,000	-	1,000	1,000	1,000
Repayment CDD I	12,344	861	-	861	-
Contingencies	1,500	548	952	1,500	1,500
Total professional & administrative	45,319	10,371	23,465	33,836	32,975
<b>Field operations</b>					
Street lights	3,118	3,983	4,000	7,983	8,000
Aquatic maintenance	545	1,008	1,500	2,508	3,000
Lake/pond bank maintenance	500	-	500	500	500
Entry & walls maintenance	595	-	595	595	595
Landscape maintenance	19,754	6,517	8,000	14,517	15,000
Holiday lighting	-	2,153	-	2,153	2,200
Irrigation maintenance and repairs	1,785	6,534	3,000	9,534	5,000
Landscape replacement plants, shrubs, trees	17,850	4,005	13,845	17,850	17,850
Total field operations	44,147	24,200	31,440	55,640	52,145
Total expenditures	89,466	34,571	54,905	89,476	85,120
Excess/(deficiency) of revenues over/(under) expenditures					
	-	13,391	4,563	17,954	-
Fund balance - beginning (unaudited)	-	(17,954)	(4,563)	(17,954)	-
Fund balance - ending (projected)	\$ -	\$ (4,563)	\$ -	\$ -	\$ -

\*Prior year funding collected in current fiscal year.

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 3,000
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors, not to exceed \$4,800 for each fiscal year.</p>	
Management/accounting/recording	15,000
<p><b>Wrathell, Hunt and Associates, LLC</b>, specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings and operate and maintain the assets of the community.</p>	
Bank fees	150
<p>Bank charges and other miscellaneous expenses incurred during the fiscal year.</p>	
Legal general counsel	4,000
<p>Provides on-going general counsel legal representation and, in this arena, these lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p> <p>Pursuant to the trust indenture, the District is paying for legal representation incurred by the trustee for foreclosure related matters that relate to the District. These services are being provided by Hopping, Green &amp; Sams.</p>	
Engineering	1,000
<p>Provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	3,200
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the rules and guidelines of the Florida Auditor General.</p>	
Postage	400
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	325
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual district filing fee	200
<p>Annual fee paid to the Department of Economic Opportunity.</p>	
Insurance	3,200
<p>The District carries public officials and general liability insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials liability.</p>	
Website	1,000
<p>To provide and maintain legally required District website.</p>	
Contingencies	1,500
<p>Cover banking related costs.</p>	

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations**

Street lights	8,000
Regular inspections, maintenance and repairs	
Aquatic maintenance	3,000
Monthly service of aquatic weed control	
Lake/pond bank maintenance	500
Treatments to prevent alge and weed growth on lake and pond banks.	
Entry & walls maintenance	595
Treatments to prevent weed growth between the pavement and gutters to prevent deterioration of asphalt.	
Landscape maintenance	15,000
Monthly service of landscape maintenance, including lawn care	
Holiday lighting	2,200
Irrigation maintenance and repairs	5,000
Regular inspection and any needed maintenance and/or repairs to the irrigation system	
Landscape replacement plants, shrubs, trees	17,850
Vegetation control of the plants, shrubs and trees at the curbsides	
Total expenditures	<u><u>\$ 85,120</u></u>

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**4**



**SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 12<sup>th</sup> day of September, 2022, by and between:

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

**SH Venture II, LLC**, a Florida limited liability company and a landowner in the District (hereinafter "**SH II**") with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville Florida 32256.

**RECITALS**

**WHEREAS**, the District was established by the City Commission of the City of Brooksville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, SH II presently owns the real property described in **Exhibit A**, attached hereto and incorporated herein by reference (“**Property**”), which constitutes the majority of the land within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the Fiscal Year 2022/2023, which year commences on October 1, 2022, and concludes on September 30, 2023; and

**WHEREAS**, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non ad valorem assessments on all land, including the Property that will benefit from the activities, operations and services set forth in the 2022/2023 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, SH II is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, SH II agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, SH II has agreed to enter into this Agreement in lieu of having the District levy and collect any non ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, SH II and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** SH II agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the District's 2022/2023 Fiscal Year budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's 2021/2022 Fiscal Year Budget or otherwise. These payments are made by SH II in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement the Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2022/2023 Budget" in the public records of Hernando County, Florida, stating among other things, the description of the real property which is the subject of the Lien, the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien. The District may partially release the Notice of Lien and the Lien itself for portions of the Property subject to a plat if and when SH II has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event SH II sells any of the Property described in **Exhibit A** after the execution of this Agreement, SH II's rights and obligations under this Agreement shall remain the same, provided that the District

shall only have the right to create a lien and file a Notice of Lien upon the portion of the Property then owned by SH II or its affiliates.

**3. ALTERNATIVE COLLECTION METHODS.**

In the event SH II fails to make payments as and when due to the District pursuant to this Agreement, and the District first provides such SH II with written notice of the delinquency to the address identified in this Agreement, and such delinquency is not cured within five (5) business days after receipt of such notice, then the District shall have the following remedies:

a. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law.

b. The District may enforce the collection of funds due under this Agreement by action against SH II in the appropriate judicial forum in and for Hernando County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

c. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. SH II agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Hernando County property appraiser. SH II hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

**4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

**5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**6. ASSIGNMENT.** **This Agreement may not be assigned by the District.** This Agreement may be assigned, in whole or in part, by SH II in connection with the sale of its business or all or substantially all of the Property, subject to the terms of this Paragraph. In the event that SH II sells or otherwise disposes of its business or of substantially all of its assets relating to the lands within the District, including the Property, SH II will expressly require that the purchaser

agree to be bound by the terms of this Agreement. In the event of such sale or disposition, SH II may place into escrow an amount equal to the then unfunded portion of the adopted 2022/2023 Fiscal Year Budget to fund and budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to SH II's obligations. The parties hereto recognize that SH II is responsible for expenditures of the District in Fiscal Year 2022/2023 and that expenditures approved by the Board may exceed the amount adopted in the 2022/2023 Fiscal Year Budget. SH II shall notify the District in writing thirty (30) days prior to an anticipated sale or disposition of all or substantially all of the Property.

7. **DEFAULT.** A default by either party under this Agreement, which is not cured after any required notice and applicable cure period, shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraph 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party nor any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns, subject to the terms of Paragraph 6 above.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

12. **ATTORNEYS FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**IN WITNESS WHEREOF**, the parties execute this Funding Agreement the day and year first written above.

Attest:

**Southern Hills Plantation III Community  
Development District**

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

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

**SH Venture II, LLC,  
a Florida limited liability  
company**

\_\_\_\_\_  
Witness

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

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2022/2023 General Fund Budget

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2022/2023 General Fund Budget

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**



**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2022**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2022**

	General Fund	Total Governmental Funds
<b>ASSETS</b>		
Wells Fargo*	\$ 6,417	\$ 6,417
Due from Developer	6,656	6,656
Due from other governments	8	8
Accounts receivable	159,582	159,582
Allowance for uncollectable receivable	(159,582)	(159,582)
Deposits	1,190	1,190
Total assets	\$ 14,271	\$ 14,271
<b>LIABILITIES</b>		
Liabilities:		
Accounts payable	\$ 8,417	\$ 8,417
Accrued wages payable	1,600	1,600
Developer advance	2,500	2,500
Total liabilities	12,517	12,517
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Deferred receipts	6,656	6,656
Total deferred inflows of resources	6,656	6,656
<b>FUND BALANCES</b>		
Unassigned	(4,902)	(4,902)
Total fund balances	(4,902)	(4,902)
Total liabilities, deferred inflows of resources and fund balances	\$ 14,271	\$ 14,271

\*Accounts not reconciled as statement not received prior to agenda preparation date

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Developer contribution	\$ 1,976	\$ 47,481	\$ 89,466	53%
Total revenues	<u>1,976</u>	<u>47,481</u>	<u>89,466</u>	53%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Legislative				
Supervisor fees	-	800	3,000	27%
Financial & Administrative				
Management	1,250	12,500	15,000	83%
Engineering	-	-	1,000	0%
Audit	-	-	3,200	0%
Insurance: public officials liability	-	-	3,200	0%
Legal advertising	-	184	325	57%
Bank fees	-	-	150	0%
Annual district filing fee	-	175	200	88%
Contingencies	-	610	1,500	41%
Repayment plan SHP CDD 1	-	-	12,344	0%
Website	-	705	1,000	71%
Postage	26	91	400	23%
District counsel	397	2,477	4,000	62%
Total professional & administrative	<u>1,673</u>	<u>17,542</u>	<u>45,319</u>	39%
<b>Field operations</b>				
Electric utility services				
Street lights	1,349	6,538	3,118	210%
Stormwater control				
Lake/pond bank maintenance	-	-	500	0%
Aquatic maintenance	385	1,480	545	272%
Entry & walls maintenance	-	-	595	0%
Landscape maintenance	2,703	11,012	19,754	56%
Holiday lighting	-	4,306	-	N/A
Irrigation repairs & maintenance	491	5,593	1,785	313%
Landscape replacement	(7)	3,491	17,850	20%
Total field operations	<u>4,921</u>	<u>32,420</u>	<u>44,147</u>	73%
Total other fees & charges	<u>4,921</u>	<u>32,420</u>	<u>44,147</u>	73%
Total expenditures	<u>6,594</u>	<u>49,962</u>	<u>89,466</u>	56%
Excess/(deficiency) of revenues over/(under) expenditures	(4,618)	(2,481)	-	
Fund balances - beginning	(284)	(2,421)	-	
Fund balances - ending	<u>\$ (4,902)</u>	<u>\$ (4,902)</u>	<u>\$ -</u>	

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Southern Hills Plantation III Community Development District held a Regular Meeting on May 9, 2022, at 10:00 a.m., at Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601.

**Present at the meeting were:**

Robert Nelson (via telephone)	Vice Chair
Ellen Johnson	Assistant Secretary
Margaret Bloomquist	Assistant Secretary
Jim Knierim	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Lauren Gentry (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 10:00 a.m. Supervisors Bloomquist, Johnson and Knierim were present. Supervisor Nelson was attending via telephone. Supervisor Miars was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,  
Amending the General Fund Portion of the  
Budget for Fiscal Year 2020/2021; and  
Providing for an Effective Date**

Mr. Adams presented Resolution 2022-01. He discussed the reasons that it was necessary to amend the Fiscal Year 2021 budget.

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**On MOTION by Mr. Knierim and seconded by Ms. Bloomquist, with all in favor, Resolution 2022-01, Amending the General Fund Portion of the Budget for Fiscal Year 2020/2021; and Providing for an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date**

Mr. Adams presented Resolution 2022-02. He reviewed the proposed Fiscal Year 2023 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2022 budget, and explained the reasons for any adjustments. He discussed the landscape maintenance line item and a replanting program on the Boulevard proposed by the Developers.

Discussion ensued regarding the irrigation repairs and zones, replacing dead vegetation, trip hazards and the lack of maintenance along State Road 41.

**Mr. Nelson joined the meeting via telephone.**

**On MOTION by Ms. Johnson and seconded by Mr. Knierim, with all in favor, Resolution 2022-02, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law for September 12, 2022 at 10:00 a.m. at the Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.**

- **Consideration of Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

**This item, previously the Sixth Order of Business, was presented out of order.**

Mr. Adams presented Resolution 2022-04.

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**On MOTION by Ms. Johnson and seconded by Ms. Bloomquist, with all in favor, Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-03, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date**

Mr. Adams presented Resolution 2022-03. Seats 1, 2 and 3, held by Supervisors Knierim, Nelson and Johnson, respectively, will be up for election.

**On MOTION by Mr. Knierim and seconded by Ms. Johnson, with all in favor, Resolution 2022-03, Designating November 14, 2022 at 10:00 a.m., at the Southern Hills Plantation Clubhouse; 4200 Summit View Drive, Brooksville, Florida 34601, as the Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

This item was presented following the Fourth Order of Business.

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of March 31, 2022**

Mr. Adams presented the Unaudited Financial Statements as of March 31, 2022.

The financials were accepted.

114 **EIGHTH ORDER OF BUSINESS**Approval of August 9, 2021 Public Hearing  
and Regular Meeting Minutes

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Mr. Adams presented the August 9, 2021 Public Hearing and Regular Meeting Minutes.

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**On MOTION by Ms. Bloomquist and seconded by Ms. Johnson, with all in favor, the August 9, 2021 Public Hearing and Regular Meeting Minutes, as presented, were approved.**

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124 **NINTH ORDER OF BUSINESS**

## Other Business

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There was no other business.

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128 **TENTH ORDER OF BUSINESS**

## Staff Reports

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**A. District Counsel: *KE Law Group, PLLC***

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- **2021 Legislative Updates**

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**I. Stormwater Management Needs Analysis**

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- **Draft Letter to State of Florida**

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Mr. Adams stated, since the CDD does not have a stormwater system, Staff will send a letter acknowledging the Stormwater Management Needs Analysis Report requirement and advising that the CDD does not currently own a stormwater system but, when it acquires and/or constructs one, the Report would be filed immediately.

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**On MOTION by Mr. Knierim and seconded by Ms. Johnson, with all in favor, authorizing Staff to finalize a submit a letter advising that the CDD does not have a stormwater system, was approved.**

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**II. Prompt Payment Policy**

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- **Consideration of Resolution 2022-05, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

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149 Ms. Gentry presented Resolution 2022-05. The CDD already has a prompt payment  
150 policy; however, a few changes were made during the most recent Legislative session. This new  
151 policy simply updates the old prompt payment policy and includes language that will keep it  
152 automatically updated to comply with any future updates.

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**On MOTION by Ms. Bloomquist and seconded by Mr. Knierim, with all in favor, Resolution 2022-05, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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160 **B. District Engineer: *Coastal Engineering Associates, Inc.***

161 There was no report.

162 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

163 **I. 0 Registered Voters in District as of April 15, 2022**

164 **II. NEXT MEETING DATE: June 13, 2022 at 10:00 a.m.**

165 **o QUORUM CHECK**

166 The next meeting will be held on June 13, 2022, unless cancelled.

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168 **ELEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

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170 There were no Supervisors' requests.

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172 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

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174 There being nothing further to discuss, the meeting adjourned.

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**On MOTION by Mr. Knierim and seconded by Mr. Nelson, with all in favor, the meeting adjourned at 10:17 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

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Chair/Vice Chair

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

<b>SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 3, 2022*</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>November 14, 2022</b>	<b>Landowners' &amp; Regular Meeting</b>	<b>10:00 AM</b>
<b>December 12, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 9, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 13, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 13, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 10, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 8, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 12, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 10, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 14, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 11, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>

**Exceptions**

*\* October meeting is one week earlier to accommodate the Columbus Day holiday.*