

**SOUTHERN HILLS
PLANTATION III
COMMUNITY DEVELOPMENT
DISTRICT**

February 13, 2023

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

**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**

February 6, 2023

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

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 Regular Meeting on February 13, 2023 at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Interlocal Agreement between Southern Hills Plantation I, II and III CDDs
4. Acceptance of Unaudited Financial Statements as of December 31, 2022
5. Approval of Minutes
 - A. November 14, 2022 Landowners' Meeting
 - B. November 14, 2022 Regular Meeting
 - C. November 29, 2022 Joint Public Meeting
6. Other Business
7. 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: March 13, 2023 at 10:00 AM

○ QUORUM CHECK

SEAT 1	JIM MCGOWAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BRUCE NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ELLEN JOHNSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	GRADY MIARS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MARGARET BLOOMQUIST	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

8. Supervisors' Requests

9. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

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This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer L. Kilinski, Esq.
Kilinski | Van Wyk PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

**INTERLOCAL AGREEMENT BETWEEN
SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT,
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT AND
SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT**

This Agreement (“Agreement”) is made and entered into this ____ day of February, 2023 by and between:

Southern Hills Plantation I Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District I**”);

Southern Hills Plantation II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Meritus Corp, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (“**District II**”); and

Southern Hills Plantation III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District III**” and together with District I and District II, the “**Districts**”).

RECITALS

WHEREAS, the Districts are each local units of special-purpose government, each established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by separate ordinances, each adopted by the City of Brooksville, Florida; and

WHEREAS, the Districts were established for the purpose of planning, financing, constructing, operating and/or maintaining various public infrastructure improvements; and

WHEREAS, the Districts entered into that certain *Inter-Local Agreement*, dated December 28, 2004 (the “**Prior Interlocal Agreement**”) for the predominant purpose of allocating the shared costs of construction, operation and maintenance of certain community public improvements as

identified in the Prior Interlocal Agreement (the “**Improvements**”), within the boundaries of the Districts; and

WHEREAS, the Districts disagree as to the present enforceability of the Prior Interlocal Agreement but represent and agree that upon execution of this Agreement by the Districts and recording of this Agreement, the Prior Interlocal Agreement shall be null and void and replaced in its entirety by this Agreement; and

WHEREAS, the Districts desire to share the cost of the Improvements in accordance with the terms and conditions of this Agreement and to provide for the terms of payment of such shared costs for each fiscal year, each of which shall begin October 1 and end September 30 (each, a “**Fiscal Year**”); and

WHEREAS, the Districts warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

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

SECTION 2. PAYMENT TERMS THROUGH FISCAL YEAR 2024-2025 AND DISMISSAL. The Parties acknowledge and agree that District II shall pay and District I shall accept the following payments in full and final settlement of any amounts due or allegedly due or owed by District II to District I related to the Improvements and maintenance thereof through the date of this Agreement:

- A. District II shall pay District I Forty Thousand Dollars (\$40,000) as settlement of any amounts allegedly due and owing from fiscal years prior to Fiscal Year 2022-2023 under the Prior Interlocal Agreement. This amount shall be paid in one installment on or before January 31, 2024.
- B. District II shall pay District I Twenty Thousand Dollars (\$20,000) per year for Fiscal Years 2022-2023, 2023-2024, and 2024-2025. District II shall transmit payment in the full amount of Twenty Thousand Dollars (\$20,000) for each of the foregoing fiscal years on or before April 1 of the following year (i.e. such that Fiscal Year 2022-2023 payment is due on or before April 1, 2023 and so on).

Upon receipt of the amount due for Fiscal Year 2022-2023 as set forth in Section 2.B., District I shall file a Notice of Voluntary Dismissal with Prejudice of the lawsuit styled *Southern Hills Plantation I Community Development District v. Southern Hills Plantation II Community Development District*, Case No. 2022 CA 00748, filed in the Fifth Judicial Circuit in and for Hernando County, Florida.

SECTION 3. FUTURE PAYMENTS – DISTRICT II. Commencing in Fiscal Year 2025-2026, District II shall pay District I twenty-five percent (25%) (“**District II Share**”) of the annual cost of maintenance of the Improvements as defined in Section 5 of this Agreement (“**Annual Cost**”). The District II Share of the Annual Cost shall be paid in two equal installments on January 1 and June 1 of

each year unless otherwise agreed to by the Parties in writing. The District II Share may be increased or decreased as set forth in section 5 below.

SECTION 4. FUTURE PAYMENTS – DISTRICT III. Commencing in Fiscal Year 2022-2023, District III shall pay to District I 23.8% (“**District III Share**”) of the Annual Cost. Such payments shall be made on January 1 and June 1 of each year unless otherwise agreed to by the Parties in writing. District III shall also pay to District I 23.8%, up to a maximum of Thirty Thousand Dollars (\$30,000), of the legal fees and costs incurred by District I related to the dispute between the Districts arising from the Prior Interlocal Agreement. Such payment shall be transmitted to District I within thirty (30) days after receipt of the invoice regarding such legal fees and costs. Upon execution and recording of this Agreement, the Interlocal Agreement between District I and District III which is recorded at Official Records Book 4013, Page 964 of the Public Records of Hernando County, Florida shall be terminated.

SECTION 5. ANNUAL COST.

- A. The Annual Cost shall be based on all costs associated with the maintenance for Southern Hills Boulevard from U.S. 41 to the entrance to District I, including the following expenses:
1. The annual cost of maintenance of landscaping, including but not limited to all landscape lighting repair and replacement costs, plant replacement costs, and all irrigation repairs;
 2. The annual cost of maintenance, repair, and replacement of existing land improvements and hardscape, including but not limited to pergola, entrance features, signage, and walls;
 3. The annual cost of maintenance, repair, and replacement of the street lighting; and
 4. The annual cost of maintenance, repair, and replacement of the stormwater facilities and related drainage structures identified on the map attached hereto as part of **Composite Exhibit A**.
- B. The Districts agree to a substantially similar scope as is currently set forth in the agreements attached hereto as **Composite Exhibit A** and incorporated by reference unless a different scope is approved by the Committee (hereinafter defined) and ratified and/or approved by each of the Districts. The Parties agree that regardless of Committee recommendation, the level of maintenance in any event shall equal or exceed the level provided as of the execution of this Agreement and of similar quality communities, unless otherwise agreed by each of the Districts pursuant to sections 5.C and 5.D of this Agreement.
- C. The Annual Cost shall be determined by the Districts. The Districts shall form a committee of representatives from District I, District II, and District III (“**Committee**”). Each District shall have one representative from its respective Board of Supervisors on the Committee and each representative shall be entitled to cast one vote on any matters that come before the Committee for review and consideration. Each District shall additionally appoint a substitute representative who shall be authorized to act as representative at meetings of

the Committee in the original representative's absence. Attendance shall be coordinated with the District Manager for the respective District. One representative from each District must be present in person or by phone or video conference to constitute a quorum of the Committee. The Committee shall meet on a quarterly basis unless otherwise mutually agreed by all of the Committee members. If any Committee member fails or refuses to attend three (3) consecutive, properly noticed Committee meetings, and the representative's District fails to provide a substitute, the remaining two Committee members shall constitute a quorum. The Committee shall review and vote on all contracts and invoices for the expenses described in Section 5.A. above and shall make recommendations to their respective Boards. The items which receive a majority vote from the Committee shall subsequently be presented to each member's respective Board of Supervisors for final approval. The Committee shall have no decision-making authority for the Districts but shall have authority to make recommendations. A recommendation shall be deemed accepted and binding on all parties if it is approved by a majority vote of at least two out of three of the respective District Boards of Supervisors at a joint meeting of the Districts. The Committee shall make a recommendation as to Annual Costs no later than April 15 preceding the beginning of each fiscal year to allow for inclusion in the annual budget. The Committee shall act pursuant to Florida law.

- D. District I shall provide the Committee with invoices, contracts, receipts, and documents to support the Annual Cost. District I shall submit such information for the preceding Fiscal Year and the current Fiscal Year through April 1 to the Committee by April 15 of each Fiscal Year. The Committee shall review and use such information to recommend the Annual Cost for the upcoming Fiscal Year and any changes in each District's share of the Annual Cost, if any. Each District's share of the Annual Cost shall be determined per the percentages set forth in sections 3 and 4 herein through the dates set forth here and may change thereafter upon determination consistent with the terms set forth in this Agreement and recommended by the Committee to the Districts. The Committee shall recommend the Annual Cost and notify each District of their recommended share prior to the date for approval of each District's annual budget for the upcoming Fiscal Year. The Districts shall review such recommendation individually and shall not unreasonably withhold their approval of the same, which shall be based on the information set forth herein. The Annual Cost may not be increased or decreased by more than ten percent (10%) above the Annual Cost for the prior fiscal year without the approval of all three Districts.
- E. A District's share of the Annual Cost may be proportionately increased or decreased if the density permitted by law within the District's boundaries is increased or decreased at final build out, which shall be evidenced by the last plat recorded within such district ("Final Plat"). In the event of a change in a District's boundaries, the affected District shall present the changes pursuant to the Final Plat to the other two Districts and a reasonable increase or decrease in such affected District's percentage share of the Annual Cost may be approved by the Committee, presented to the Districts, and adjusted in the next succeeding Fiscal Year, so that each of the Districts may take into account such changes in its budget and assessment levying processes.

SECTION 6. NOTICE AND CURE. If any of the Districts are in default in performing any of their respective obligations under this Agreement or in breach of any provision under this Agreement,

any non-defaulting District may provide notice to the defaulting District in writing and providing a period of thirty (30) days after receipt of such notice within which to cure such alleged breach or default. Failure to cure within the 30-day cure period will result in a default by the applicable District. Any default regarding payment not cured as provided herein shall accrue interest at a rate of 1% per month until paid. Failure by District I to transmit an invoice to either district shall not constitute a breach or default by District I, and District II and District III hereby recognize the obligation to make payments in accordance with the schedule set forth herein.

SECTION 7. MUTUAL RELEASE. Upon execution and recording of this Agreement and payment of the amount due for Fiscal Year 2022-2023 as set forth in Section 2.B, the Districts, on behalf of themselves and their respective current and former supervisors, residents, employees, representatives, agents, District Managers, District Counsel, successors and assigns, hereby release, remise and forever discharge each other from any and all claims, causes of action, liabilities, damages, payments, and suits, known and unknown, of every kind and nature, arising from or related to the Prior Interlocal Agreement, the maintenance of Southern Hills Boulevard, or other matters set forth herein through the date of this Agreement.

SECTION 8. DEFAULT. A default by any of the Districts under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

SECTION 9. DISPUTE RESOLUTION. In the event of a dispute between the Districts, the Districts shall attempt to resolve the dispute without litigation in accordance with the Intergovernmental Dispute Resolution process pursuant to Chapter 164, *Florida Statutes*.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any of the Districts is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Unless otherwise provided herein, amendments to and waivers of any of the provisions contained in this Agreement may be made only by either a unanimous vote of the Boards of at least two Districts, or a majority vote of each of the Districts' Board of Supervisors. This Agreement may be terminated by either a unanimous vote of the Boards of at least two Districts, or a majority vote of each of the Districts' Board of Supervisors; provided, however, the Districts must vote to terminate on the same terms and conditions.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts, 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.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to District No. I:** Southern Hills Plantation CDD I
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel
- B. If to District No. II:** Southern Hills Plantation CDD II
Meritus Corp, 2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager
- With a copy to:** Appleton Reiss, PLLC
215 N. Howard Ave, Suite 200
Tampa, Florida 33606
Attn: District Counsel
- C. If to District No. III:** Southern Hills Plantation CDD III
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams
- With a copy to:** Kilinski | Van Wyk PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party 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.

SECTION 15. ASSIGNMENT. No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties.

SECTION 16. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hernando County, Florida.

SECTION 17. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and its recording, and shall remain in effect for twenty (20) years. This Agreement shall automatically renew for up to five (5) additional twenty (20)-year periods (“Renewal Term”) unless terminated or altered by the Districts pursuant to Section 11 of this Agreement.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Districts relating to the subject matter of this Agreement.

SECTION 19. PUBLIC RECORDS. The Districts understand and agree that all documents of any kind provided to the other District in connection with this Agreement may be public records, and, accordingly, the Districts agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. District II acknowledges that the designated public records custodian for District I and District III is **Chuck Adams** (“**Districts I and III Public Records Custodian**”). District I and District III acknowledge that the designated public records custodian for District II is **Brian Lamb** (“**District II Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Districts shall 1) keep and maintain public records required by the Districts to perform the services herein; 2) upon request by a Public Records Custodian, provide the requesting District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if either District does not transfer the records to the other District’s Public Records Custodian; and 4) upon completion of the contract, transfer to the other District, at no cost, all public records of the other District in a District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICTS I AND III AT (239) 464-7114, CHUCK ADAMS, ADAMSC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 OR CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DISTRICT II AT (813) 873-7300, BRIAN LAMB, BRIAN.LAMB@INFRAMARK.COM OR 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FLORIDA 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions

of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts 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 Districts are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 22. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

Attest:

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT I**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT II**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT III**

Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: Maintenance Agreements

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Total Governmental Funds
ASSETS		
Wells Fargo	\$ 11,309	\$ 11,309
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	\$ 12,507	\$ 12,507
LIABILITIES		
Liabilities:		
Accounts payable	\$ 5,229	\$ 5,229
Accrued wages payable	3,200	3,200
Developer advance	2,500	2,500
Total liabilities	10,929	10,929
FUND BALANCES		
Unassigned	1,578	1,578
Total fund balances	1,578	1,578
Total liabilities and fund balances	\$ 12,507	\$ 12,507

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Developer contribution	\$ 15,602	\$ 15,602	\$ 85,120	18%
Total revenues	<u>15,602</u>	<u>15,602</u>	<u>85,120</u>	18%
EXPENDITURES				
Professional & administrative				
Legislative				
Supervisor fees	400	800	3,000	27%
Financial & Administrative				
Management	1,250	3,750	15,000	25%
Engineering	-	-	1,000	0%
Audit	-	-	3,200	0%
Insurance	-	-	3,200	0%
Legal advertising	-	223	325	69%
Bank fees	-	-	150	0%
Annual district filing fee	-	175	200	88%
Contingencies	31	131	1,500	9%
Website	-	-	1,000	0%
Postage	32	32	400	8%
District counsel	1,504	1,504	4,000	38%
Total professional & administrative	<u>3,217</u>	<u>6,615</u>	<u>32,975</u>	20%
Field operations				
Electric utility services				
Street lights	694	1,386	8,000	17%
Stormwater control				
Lake/pond bank maintenance	-	-	500	0%
Aquatic maintenance	454	647	3,000	22%
Entry & walls maintenance	-	-	595	0%
Landscape maintenance	1,327	3,979	15,000	27%
Holiday lighting	-	1,666	2,200	76%
Irrigation repairs & maintenance	-	226	5,000	5%
Landscape replacement	-	-	17,850	0%
Total field operations	<u>2,475</u>	<u>7,904</u>	<u>52,145</u>	15%
Total other fees & charges	<u>2,475</u>	<u>7,904</u>	<u>52,145</u>	15%
Total expenditures	<u>5,692</u>	<u>14,519</u>	<u>85,120</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	9,910	1,083	-	
Fund balances - beginning	(8,332)	495	-	
Fund balances - ending	<u>\$ 1,578</u>	<u>\$ 1,578</u>	<u>\$ -</u>	

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

A

DRAFT

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

A Landowners' Meeting of the Southern Hills Plantation III Community Development District was held on November 14, 2022, at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601.

Present at the meeting was:

Chuck Adams	District Manager
Lauren Gentry	District Counsel
Ellen Johnson	Board Member
Margaret Bloomquist	Board Member
Jim McGowan	Resident
Bruce Noble	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. In addition to himself, Supervisors Johnson, Bloomquist, residents Jim McGowan and Bruce Noble and District Counsel Lauren Gentry were present, in person.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was provided for informational purposes.

THIRD ORDER OF BUSINESS

Election of a Chair to Conduct Landowners' Meeting

All in attendance agreed to Mr. Adams serving as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 1, 2 & 3]

A. Nominations

37 The following nominations were made:

38 Seat 1 Jim McGowan

39 Seat 2 Bruce Noble

40 Seat 3 Ellen Johnson

41 No other nominations were made.

42 **B. Casting of Ballots**

43 **I. Determine Number of Voting Units Represented**

44 A total of 183 voting units were represented.

45 **II. Determine Number of Voting Units Assigned by Proxy**

46 All 183 voting units represented were assigned by proxy to Ms. Johnson by the
47 Landowner, SH Venture II.

48 Ms. Johnson cast the following votes:

49 Seat 1 Jim McGowan 183 votes

50 Seat 2 Bruce Noble 183 votes

51 Seat 3 Ellen Johnson 182 votes

52 **C. Ballot Tabulation and Results**

53 Mr. Adams reported the following ballot tabulation, results and term lengths.

54 Seat 1 Jim McGowan 183 votes 4-year-Term

55 Seat 2 Bruce Noble 183 votes 4-year-Term

56 Seat 3 Ellen Johnson 182 votes 2-year-Term

57

58 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

59

60 There were no Landowners' questions or comments.

61

62 **SIXTH ORDER OF BUSINESS**

Adjournment

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64 There being no further business to discuss, the meeting adjourned at 10:02 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

B

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 November 14, 2022, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 10:00 AM, at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601.

Present at the meeting were:

Ellen Johnson	Assistant Secretary
Margaret Bloomquist	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Lauren Gentry	District Counsel
Jennifer Kilinski	KE Law Group, PLLC
Burt Bennett	District Engineer
Jim McGowan	Supervisor-elect
Bruce Noble	Supervisor-elect

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:03 a.m.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [SEATS 1, 2 & 3]

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Jim McGowan, Mr. Bruce Noble and Ms. Ellen Johnson.

Supervisors Bloomquist, Johnson and Supervisors-elect McGowan and Noble were present in person. Supervisor Miars was not present.

39 Having served on other CDD Boards, the new Supervisors were familiar with the
40 following:

- 41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 42 **B. Membership, Obligations and Responsibilities**
- 43 **C. Financial Disclosure Forms**
 - 44 **I. Form 1: Statement of Financial Interests**
 - 45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 46 **III. Form 1F: Final Statement of Financial Interests**
- 47 **D. Form 8B – Memorandum of Voting Conflict**

48

49	FOURTH ORDER OF BUSINESS	Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date
50		
51		
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55		

56 Mr. Adams presented Resolution 2023-01 and recapped the results of the Landowners’
57 Election, as follows:

58	Seat 1	Jim McGowan	183 votes	4-year-Term
59	Seat 2	Bruce Noble	183 votes	4-year-Term
60	Seat 3	Ellen Johnson	182 votes	2-year-Term

61

62 **On MOTION by Mr. McGowan and seconded by Ms. Johnson, with all in favor,**
63 **Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’**
64 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes;**
65 **and Providing for an Effective Date, was adopted.**

66

67

68	FIFTH ORDER OF BUSINESS	Consideration of Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Southern Hills Plantation III Community
69		
70		
71		
72		

73 **Development District, and Providing for an**
74 **Effective Date**

75
76 Mr. Adams presented Resolution 2023-02. Ms. Johnson nominated the following slate of
77 officers:

- 78 Jim McGowan Chair
- 79 Bruce Noble Vice Chair
- 80 Chesley (Chuck) E. Adams, Jr. Secretary
- 81 Ellen Johnson Assistant Secretary
- 82 Margaret Bloomquist Assistant Secretary
- 83 Grady Miars Assistant Secretary
- 84 Craig Wrathell Assistant Secretary

85 No other nominations were made. Prior appointments by the Board for Treasurer and
86 Assistant Treasurer remain unaffected by this Resolution.

87

88 **On MOTION by Ms. Johnson and seconded by Mr. McGowan, with all in favor,**
89 **Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant**
90 **Secretaries, a Treasurer and an Assistant Treasurer of the Southern Hills**
91 **Plantation III Community Development District, as nominated, and Providing**
92 **for an Effective Date, was adopted.**

93

94

95 **SIXTH ORDER OF BUSINESS** **Presentation of Audited Financial Report**
96 **for the Fiscal Year Ended September 30,**
97 **2021, Prepared by Berger, Toombs, Elam,**
98 **Gaines and Frank**

99

100 Mr. Adams presented the Audited Financial Report for the Fiscal Year Ended September
101 30, 2021 and noted the pertinent information. There were no findings, recommendations,
102 deficiencies on internal control or instances of non-compliance; it was a clean audit.

103

104 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-03,**
105 **Accepting the Audited Financial Report for**
106 **the Fiscal Year Ended September 30, 2021**

107

108 Mr. Adams presented Resolution 2023-03.

109

110 **On MOTION by Mr. McGowan and seconded by Ms. Johnson, with all in favor,**
111 **Resolution 2023-03, Accepting the Audited Financial Report for the Fiscal Year**
112 **Ended September 30, 2021, was adopted.**

113

114

115 **EIGHTH ORDER OF BUSINESS**

**Discussion: Reschedule Joint Meeting with
Southern Hills Plantation I CDD and
Southern Hills Plantation II CDD**

116

117

118

119 Ms. Gentry provided the following update:

120 ➤ The Proposed Settlement Agreement and Interlocal Agreement were emailed to the
121 Board under separate cover.

122 ➤ Staff has not heard back from Counsel for Southern Hills Plantation II CDD regarding the
123 Interlocal Agreement but hoped to receive a response in the coming week.

124 ➤ She recommended rescheduling the joint meeting to November 29, 2022 and
125 authorizing Staff to commence litigation on December 1, 2022 if a settlement cannot be
126 reached.

127

128 **On MOTION by Ms. Bloomquist and seconded by Ms. Johnson, with all in favor,**
129 **rescheduling the Joint Meeting with Southern Hills Plantation I CDD and**
130 **Southern Hills Plantation II CDD to November 29, 2022, was approved.**

131

132

133 Ms. Gentry reiterated that, in the event an acceptable agreement cannot be reached,
134 she recommended authorizing District Counsel to file litigation on December 1, 2022.

135 Asked about the CDD's position regarding the Agreement, Ms. Gentry stated SHPIII
136 would just be signing on to the maintenance funding that was already agreed to. Asked which
137 entity is pursuing the lawsuit, Mr. Adams stated the lawsuit would be initiated by SHPI and
138 SHPIII previously agreed to a payment plan and became mired in arrears, as outlined; however,
139 SHPIII has since become current. SHPIII is involved in the suit because it is a party to the
140 Interlocal Agreement that is in dispute.

141

On MOTION by Mr. McGowan and seconded by Ms. Johnson, with all in favor, authorizing District Counsel to file litigation on December 1, 2022 if a suitable agreement cannot be reached on November 29, 2022, was approved.

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NINTH ORDER OF BUSINESS

**Consideration of Interlocal Agreement
 Between Southern Hills Plantation I
 Community Development District,
 Southern Hills Plantation II Community
 Development District and Southern Hills
 Plantation III Community Development
 District *(to be provided under separate
 cover)***

Mr. Adams noted an error in the above title. The following change would be made:

Change "Interlocal" to "Proposed Settlement"

Ms. Bloomquist asked if the Committee that is being recommended was made aware that they have no voting rights, cannot make decisions and can only provide recommendations or changes to the landscaping on the Boulevard. Ms. Gentry stated the Committee must report back to the Board otherwise, as a decision-making entity, they will be subject to the Sunshine Law.

Regarding how the votes will work, Mr. Adams stated a majority vote will be needed to make the recommendations and a majority vote of the three CDD Boards is needed to move forward. Staff will make sure the verbiage specifies that majority votes are needed; thus, two of the three Committee members are needed to make a recommendation back to the Boards and all three Boards must vote in the affirmative on any recommendation.

Ms. Bloomquist asked which CDD will pay the Attorney fees. Ms. Gentry stated she will have Ms. Kilinski check the cost-share agreement and notify the Board.

TENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
 Statements as of September 30, 2022**

Mr. Adams presented the Unaudited Financial Statements as of September 30, 2022.

The financials were accepted.

177 **ELEVENTH ORDER OF BUSINESS****Approval of September 12, 2022 Public
Hearing and Regular Meeting Minutes**

178

179

180 Mr. Adams presented the September 12, 2022 Public Hearing and Regular Meeting
181 Minutes.

182

183

184

185

**On MOTION by Ms. Bloomquist and seconded by Ms. Johnson, with all in favor,
the September 12, 2022 Public Hearing and Regular Meeting Minutes, as
presented, were approved.**

186

187

188 **TWELFTH ORDER OF BUSINESS****Other Business**

189

190 There was no other business.

191

192 **THIRTEENTH ORDER OF BUSINESS****Staff Reports**

193

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

195 Ms. Gentry stated Ms. Kilinski is calling in to provide information regarding the role of
196 SHPIII in the joint meeting, potential litigation and majority approval process of the Boards.

197 Ms. Kilinski reported the following:

198 ➤ Regarding litigation, Staff hopes all three Boards will meet on November 29, 2022,
199 review the Proposed Settlement Agreement together and reach a consensus regarding
200 repayment captures, ongoing payments and annual maintenance installations.

201 ➤ If SHPIII is comfortable not being a party to some of those discussions, the current
202 structure is any change in maintenance must come back to the three Boards because SHPIII is
203 committing to a certain percentage of the ongoing maintenance obligation.

204 ➤ The idea of the joint meeting is for everyone to have a say in a joint discussion as it
205 relates to maintenance on the Boulevard.

206 Ms. Bloomquist asked if SHPIII needs to approve the draft of the Interlocal Agreement
207 that went to SHPII. Ms. Kilinski replied affirmatively.

208 Discussion ensued regarding edits to the Agreement and who will make the final
209 decision to proceed with litigation.

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

211 There was no report.

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

213 • **NEXT MEETING DATE: December 12, 2022 at 10:00 A.M**

214 ○ **QUORUM CHECK**

215 The next meeting would be held on December 12, 2022.

216

217 **FOURTEENTH ORDER OF BUSINESS**

Supervisors' Requests

218

219 There were no Supervisors' requests.

220

221 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

222

223

224 **On MOTION by Mr. McGowan and seconded by Ms. Bloomquist, with all in**
225 **favor, the meeting adjourned at 10:35 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

231
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236

Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

C

DRAFT
MINUTES OF MEETING
SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

The Boards of Supervisors of the Southern Hills Plantation I Community Development District, Southern Hills Plantation II Community Development District and Southern Hills Plantation III Community Development District held a Joint Public Meeting on November 29, 2022, at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601.

Present for Southern Hills Plantation I were:

Margaret Bloomquist	Chair
John McCoskrie	Vice Chair
Matt Romero	Assistant Secretary
Brian McCaffrey	Assistant Secretary
Richard Pakan	Assistant Secretary

Present for Southern Hills Plantation II were:

Jon Franz	Board Member
Cheryl Bernal	Board Member
Matt Pallardy	Board Member

Present for Southern Hills Plantation III were:

Jim McGowan	Chair
Bruce Noble	Vice Chair
Ellen Johnson	Assistant Secretary
Margaret Bloomquist	Assistant Secretary

Also present were:

Chuck Adams	District Manager, SHP I & SHP III
Lauren Gentry	District Counsel, SHP I
Brian Lamb	District Manager, SHP II
Michelle Reiss	District Counsel, SHP II
Jennifer Kilinski	District Counsel, SHP III
Wesley Chen (via telephone)	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:01 a.m.

For Southern Hills Plantation I CDD (SHP I), all Supervisors were present.

45 Supervisors Frantz, Bernal and Pallardy were present for Southern Hills Plantation II CDD
46 (SHP II).

47 Supervisors Noble, McGowan, Johnson and Bloomquist were present for Southern Hills
48 Plantation III CDD (SHP III). Supervisor Miars was not present.

49

50 **SECOND ORDER OF BUSINESS**

Public Comments (*Agenda Items*)

51

52 No members of the public spoke.

53

54 **THIRD ORDER OF BUSINESS**

**Discussion: Cost-share Interlocal
Agreement Pertaining to the Operation
and Maintenance of Southern Hills**

55

56

57

58 Ms. Gentry stated this joint public meeting is being held because Florida Statute
59 requires governmental entities that have a dispute to engage in conflict resolution processes
60 before the matter can be brought to a court for resolution. This meeting is to allow the Boards
61 of SHP I, SHP II and SHP III to talk through outstanding issues related to the Interlocal
62 Maintenance Agreement that has been discussed at length in recent months. She distributed
63 the updated, most recent redlined version of the proposed Agreement and stated Ms. Kilinski
64 accepted some changes and provided comments on changes that still need to be resolved.

65 Ms. Reiss stated, from SHP II's perspective, there are four main issues.

66 The consensus was to discuss the four issues before reviewing the Agreement.

67 Ms. Reiss stated all parties agree that the Boulevard needs to be maintained and the
68 issue is how to decide what is fair for each of the CDDs to do. She stated the Agreement was
69 drafted by the Developer in 2004 and the CDDs evolved differently than originally
70 contemplated. For ease of reaching a resolution, she suggested essentially starting from scratch
71 regarding the Agreement. Fundamentally, in her opinion, the three CDDs utilize and should
72 share in maintaining the Boulevard and the question is how to apportion that and how to
73 decide what is appropriate maintenance because, over the duration, SHP I provided the bulk of
74 the maintenance and determined the level of maintenance required. SHP II wants to ensure
75 that, if an Agreement is made to apportion the cost, SHP II will also have a say regarding the
76 level of maintenance and the expense.

77 A Board Member voiced their opinion that it should be understood that the level of
78 maintenance is not what SHP I desired; it is what SHP I could afford with the funds available.

79 Ms. Reiss noted that, if any of the CDDs desires a much higher level of maintenance, it
80 will come at a higher cost on which all three CDDs and owners should agree. If some want a
81 higher level of maintenance, those CDDs can voluntarily contribute more but the same cannot
82 be forced on the other CDDs. The CDDs must decide on the minimum acceptable level of
83 maintenance agreeable for all three CDD, how much it will cost and then determine how to
84 apportion the cost. Ms. Reiss stated the concern that arose, over time, is that the initial concept
85 developed in 2004 changed and development did not occur as quickly or as originally
86 contemplated and the communities are still in flux. SHP II and III are not fully developed, so
87 there should be a document that takes into account that there might be changes in the future
88 and does not apportion too much burden on any one owner.

89 Ms. Bloomquist opined that the new version of the Interlocal Agreement is very
90 different than the original Interlocal Agreement, in terms of how expenses are apportioned.

91 Ms. Reiss stated SHP II's understanding is that SHP I developed out a bit further and has
92 a lovely facility and a large golf course whose owner owns a big property in SHP I and benefits
93 from the Boulevard. SHP II does not understand what contribution the Golf Club entity and
94 owner, as a for-profit entity selling memberships, makes to the Boulevard.

95 Ms. Gentry noted there are currently a limited number of outside memberships but the
96 intent for the Golf Club, at buildout, is to be comprised entirely of residents so, making them
97 contribute separately for maintenance amounts to a double assessment on SHP I residents
98 who already pay for maintenance through Operation & Maintenance (O&M) assessments.

99 Ms. Bloomquist stated all the golf memberships are recallable so, as a certain number of
100 golfers is reached, those memberships will be recalled as the community grows. Social
101 membership to the Club is mandatory and that number is increasing drastically, as 80 homes
102 are under construction.

103 A Board Member voiced their opinion that more than 50% of the members do not use
104 the road, as they already live behind the gate; they use the Boulevard to access their homes for
105 which they pay for as part of their CDD assessment.

106 A Board Member felt that it might be difficult to add the Golf Club to the Agreement.

107 Discussion ensued regarding golf and social club memberships.

108 A Board Member thought the preponderance of golf members are SHP I residents and,
109 while recallable memberships are sold to members of the public and some traffic is associated
110 with those units, as the community develops, those memberships will decrease due to the cap
111 on the membership base. A Board Member estimated that, within five to six years, only
112 residents will be club members.

113 A Board Member felt that the ratio of lots to available golf memberships, at buildout,
114 means that approximately 30% of new homes can access a full golf membership.

115 Ms. Bloomquist stated that new residents are advised that, if they do not join the club
116 when purchasing their home, a membership might not be available later.

117 Membership caps, the agreement between the Golf Club and members and
118 assessments paid by the Golf Club were discussed.

119 Discussion ensued regarding calculation of Equivalent Residential Units (ERUs).

120 The consensus was the Golf Club is assessed 6.57 ERUs toward O&M on SHP I's budget.

121 Ms. Reiss stated another issue is how and when SHP II can pay its contribution, as it is a
122 small CDD with a small budget. She believed they should conceptualize a means of amending or
123 changing the Agreement, in the future, without requiring unanimous consent, given the
124 potential future changes in development, such as contracting SHP II.

125 A Board Member was open to reallocating the budget based on actual units built but he
126 thought that it should be done when building is complete, not on an ongoing basis.

127 Ms. Reiss believed all agree that SHP II should contribute to the shared areas but one
128 issue is, if land is removed from the boundaries of SHP II, the maintenance costs do not change
129 and the land still has a benefit. She suggested a Covenant might run with the land to stipulate
130 that whatever community that portion of land becomes is bound to make a contribution
131 through HOA Covenants because someone must bear those costs,

132 Ms. Gentry recommended allocating expenses such that every lot pays a proportionate
133 share of the maintenance cost so property owners in one CDD do not pay triple what an owner
134 in another CDD is paying. If SHP II contracts from 400 to 200 units and it must still bear the
135 same amount of maintenance so each of those lot owners would have to pay double what an
136 owner in SHP I is paying.

137 A Board Member asked if the portion to be contracted out would have separate access
138 off US-41. Ms. Gentry replied affirmatively.

139 Discussion ensued regarding methods of allocating the expenses.

140 A Board Member believed that the road is a public road and that the Agreement
141 contemplated in 2004 was never recorded and is non-enforceable.

142 Discussion ensued regarding possible litigation if an agreement cannot be reached.

143 A Board Member expressed their opinion that Ms. Kilinski has a conflict based on her
144 previous firm, Hopping Green & Sams.

145 A Board Member felt that attorneys do not get conflicted; law firms get conflicted.

146 Ms. Gentry stated the purpose of today's meeting is to try and reach an agreement.
147 Many of the terms have been agreed to, including an amount SHP II proposes to pay for
148 payments that are in arrears, an amount SHP II will share going forward and a provision for a
149 committee to address maintenance. While Ms. Reiss outlined some of the major themes to be
150 resolved, many of the issues in the Agreement have been discussed and agreed to.

151 Ms. Reiss stated the issues discussed so far include the golf course payment plan and
152 the ability to amend the Agreement.

153 Discussion ensued regarding the Agreement.

154 An SHP I Board Member stated the SHP I Board approved an Agreement and sent it to
155 SHP II and received an entirely new Agreement back from SHP II. He felt that the timing of the
156 payments is the least important matter and the ability to unilaterally change the development
157 and the units is somewhat onerous to SHP I, as the changes would impact SHP I.

158 Non-resident memberships were discussed.

159 Ms. Reiss stated, while she is not familiar with Southern Hills Golf Club's arrangement, in
160 her experience, many golf club arrangements provide that the golf club owners can change
161 their caps without necessarily obtaining resident approval. The Golf Club is paying an amount
162 based on the concept at the time the Assessment Methodology was created and, if the Golf
163 Club increases its cap and traffic increases significantly, so, in her opinion, the Golf Club might
164 not be paying its share.

165 **A. Proposed Agreement: SHPI & SHPIII**

166 **B. Proposed Agreement: SHPII**

167 Discussion ensued regarding the updated version of the Interlocal Agreement.

168 Ms. Kilinski stated the areas that appear in color are changes that have not been agreed
169 to and are issues that need to be resolved.

170 Discussion ensued regarding the timing of the payment noted in Section 2, originally
171 proposed to be 20 days.

172 A Board Member suggested that, if the amounts can be agreed upon, the matter of
173 timing for the payments can be deferred so that other issues can be addressed today. Those
174 present were in agreement.

175 The following change was made:

176 Page 2, Section 2: Delete “provided, however, that if District II fails to comply with the
177 provisions of this Agreement, District I reserves the right to file a new complaint and seek any
178 available legal remedies.”

179 Section 3 pertaining to future “District II Share” payments to be made by District II,
180 current unit counts and projected future growth of each CDD and how the future “District II
181 Share” of 25% of the annual cost of maintenance of the Improvements was determined, were
182 discussed at length.

183 Regarding the discussion of Section 3, Ms. Kilinski and the Board described how they
184 arrived at this compromised amount of \$20,000 up until 2025 and 25% beginning in 2025. The
185 amount is not tied to ERUs. The benefit of a fixed amount compromise is that it is a fixed
186 amount. If the amounts were tied to units, they would need to determine an allocation.

187 Regarding Section 4, Ms. Kilinski believed that she and Ms. Reiss can work out the
188 language offline.

189 Regarding Section 5, Ms. Kilinski stated CDD III objected to including “landscape lighting
190 repair and replacement costs” because that is a cost of maintaining the Boulevard.

191 A Board Member voiced their opinion that the total cost of maintenance should be
192 represented and that the Committee can address lighting costs.

193 Discussion ensued regarding decisions to be made by the Committee, the authority of
194 the Committee and the role of the CDD Boards in approving Committee decisions.

195 Ms. Kilinski stated the consensus is to include the “landscape lighting and repair costs”
196 in Section 5.

197 Discussion ensued regarding Section 5B, defining the expected level of maintenance.

198 The following change was made:

199 Page 3, Section 5B: Insert “at least at a maintenance level similar to that as of the
200 execution of this Agreement, subject to change on recommendation by the Committee subject
201 to approval of the Boards”

202 The consensus was that the Boards will have the final say and the intent of the
203 Committee is to streamline the decision-making process and give all parties a chance to come
204 together and have a say.

205 Discussion ensued regarding the Agreement.

206 The following changes were made:

207 Page 4, Section 6: Do not delete the last sentence, beginning with “Failure by District I to
208 transmit an invoice...”

209 Page 4, Section 7: Change “without prejudice” to “with prejudice”

210 Page 5, Section 11: Delete the last two sentences, beginning with “In addition, this
211 Agreement may be terminated...”

212 Page 6, Section 17: Change to “This Agreement shall automatically renew for five (5)
213 additional twenty (20)-year periods.” Delete “upon written agreement of all of the Districts for
214 each Renewal Term.”

215 Page 3, Section 3: Change “four equal” to “biannual”

216 Page 3, Sections 3 and 4: Delete “October 1,” and “April 1”

217 Page 3, Sections 3 and 4: Change “July” to “June”

218 Discussion ensued regarding the next steps, next meeting and a time frame for
219 informing property owners.

220 The consensus was that community discussions can occur in January.

221 Ms. Kilinski stated Staff will work together on the revised Agreement. Another joint
222 meeting can be scheduled, if necessary, subject to Board approval.

223

224 **FOURTH ORDER OF BUSINESS**

Supervisors’ Requests

225

226 There were no Supervisors’ requests.

227

228 **FIFTH ORDER OF BUSINESS**

Adjournment

229

230 There being nothing further to discuss, the meeting adjourned at 11:40 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2022* CANCELED	Regular Meeting	10:00 AM*
November 14, 2022	Landowners' Meeting & Regular Meeting	10:00 AM
November 29, 2022	Joint Public Meeting (SHPII & SHPIII)	10:00 AM
December 12, 2022 CANCELED	Regular Meeting	10:00 AM
January 9, 2023 CANCELED	Regular Meeting	10:00 AM
February 13, 2023	Regular Meeting	10:00 AM
March 13, 2023	Regular Meeting	10:00 AM
April 10, 2023	Regular Meeting	10:00 AM
May 8, 2023	Regular Meeting	10:00 AM
June 12, 2023	Regular Meeting	10:00 AM
July 10, 2023	Regular Meeting	10:00 AM
August 14, 2023	Regular Meeting	10:00 AM
September 11, 2023	Public Hearing & Regular Meeting	10:00 AM

Exceptions

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