

**SOUTHERN HILLS
PLANTATION III
COMMUNITY DEVELOPMENT
DISTRICT
July 10, 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

July 3, 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 July 10, 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. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Berger, Toombs, Elam, Gaines and Frank
4. Consideration of Resolution 2023-04, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022
5. Ratification of Interlocal Agreement
6. Consideration of Resolution 2023-05, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
7. Consideration of Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
8. Acceptance of Unaudited Financial Statements as of May 31, 2023
9. Approval of February 13, 2023 Regular Meeting Minutes
10. Other Business

11. Staff Reports

- A. District Counsel: *Kilinski / Van Wyk PLLC*
- B. District Engineer: *Coastal Engineering Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: August 14, 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

12. Supervisors' Requests

13. 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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**Southern Hills Plantation III Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2022

Southern Hills Plantation III Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2022

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Southern Hills Plantation III Community Development District
Brooksville, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Southern Hills Plantation III Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Southern Hills Plantation III Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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



To the Board of Supervisors
Southern Hills Plantation III Community Development District

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

Auditor's Responsibility for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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



To the Board of Supervisors
Southern Hills Plantation III Community Development District

Required Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 23, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern Hills Plantation III Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 23, 2023

Southern Hills Plantation III Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022

Management's discussion and analysis of Southern Hills Plantation III Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and physical environment.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Southern Hills Plantation III Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets exceeded total liabilities by \$496 (net position).
- ◆ Governmental activities revenues totaled \$69,684 while governmental activities expenses totaled \$66,767.

Southern Hills Plantation III Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

	Net Position	
	Governmental Activities	
	2022	2021
Current assets	<u>\$ 21,103</u>	<u>\$ 33,289</u>
Current liabilities	<u>20,607</u>	<u>35,710</u>
Net Position		
Unrestricted	<u>\$ 496</u>	<u>\$ (2,421)</u>

The decrease in current assets and the decrease in current liabilities is the result of the District paying the amount due to other governments in the current year.

**Southern Hills Plantation III Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2022	2021
Program Revenues		
Operating contributions	\$ 69,684	\$ 12,385
General Revenues		
Miscellaneous revenues	-	64,974
Total Revenues	<u>69,684</u>	<u>77,359</u>
Expenses		
General government	27,266	26,379
Physical environment	39,501	54,136
Total Expenses	<u>66,767</u>	<u>80,515</u>
Change in Net Position	2,917	(3,156)
Net Position - Beginning of Year	<u>(2,421)</u>	<u>735</u>
Net Position - End of Year	<u>\$ 496</u>	<u>\$ (2,421)</u>

The increase in operating contributions is related to developer funding operations in the current year.

The decrease in physical environment is related to the decrease in landscape maintenance and replacements in the current year.

**Southern Hills Plantation III Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

General Fund Budgetary Highlights

The final budget exceeded actual expenditures because landscape replacement expenditures were less than anticipated.

The September 30, 2022 budget was not amended.

Economic Factors and Next Year's Budget

Southern Hills Plantation III Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2023.

Request for Information

The financial report is designed to provide a general overview of Southern Hills Plantation III Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Southern Hills Plantation III Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Southern Hills Plantation III Community Development District
STATEMENT OF NET POSITION
September 30, 2022

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 9,041
Due from developer	10,864
Due from other governments	8
Deposits	1,190
Total Current Assets	<u>21,103</u>
 LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	18,107
Due to developer	2,500
Total Current Liabilities	<u>20,607</u>
 NET POSITION	
Unrestricted	<u><u>\$ 496</u></u>

See accompanying notes to financial statements.

Southern Hills Plantation III Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues Operating Contributions	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (27,266)	\$ 23,535	\$ (3,731)
Physical environment	(39,501)	46,149	6,648
Total Governmental Activities	<u>\$ (66,767)</u>	<u>\$ 69,684</u>	<u>2,917</u>
Change in Net Position			2,917
Net Position - October 1, 2021			(2,421)
Net Position - September 30, 2022			<u>\$ 496</u>

See accompanying notes to financial statements.

Southern Hills Plantation III Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2022

	<u>General</u>
ASSETS	
Cash	\$ 9,041
Due from developer	10,864
Due from other governments	8
Deposits	<u>1,190</u>
Total Assets	<u><u>\$ 21,103</u></u>
 LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable and accrued expenses	\$ 18,107
Due to developer	<u>2,500</u>
Total Liabilities	<u><u>20,607</u></u>
 FUND BALANCES	
Nonspendable - deposits	1,190
Unassigned	<u>(694)</u>
Total Fund Balances	<u>496</u>
Total Liabilities and Fund Balances	<u><u>\$ 21,103</u></u>

There are no reconciling items to the
Statement of Net Position.

See accompanying notes to financial statements.

Southern Hills Plantation III Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	<u>General</u>
Revenues	
Developer contributions	<u>\$ 69,684</u>
Expenditures	
Current	
General government	27,266
Physical environment	<u>39,501</u>
Total Expenditures	<u>66,767</u>
Net change in fund balances	<u>2,917</u>
Fund Balances - October 1, 2021	<u>(2,421)</u>
Fund Balances - September 30, 2022	<u><u>\$ 496</u></u>

There are no reconciling items to the
Statement of Activities.

See accompanying notes to financial statements.

Southern Hills Plantation III Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	<u>\$ 89,466</u>	<u>\$ 89,466</u>	<u>\$ 69,684</u>	<u>\$ (19,782)</u>
Expenditures				
Current				
General government	32,975	32,975	27,266	5,709
Physical environment	44,147	44,147	39,501	4,646
Debt Service				
Principal	<u>12,344</u>	<u>12,344</u>	<u>-</u>	<u>12,344</u>
Total Expenditures	<u>89,466</u>	<u>89,466</u>	<u>66,767</u>	<u>22,699</u>
Net Change in Fund Balances	-	-	2,917	2,917
Fund Balances - October 1, 2021	<u>-</u>	<u>-</u>	<u>(2,421)</u>	<u>(2,421)</u>
Fund Balances - September 30, 2022	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 496</u></u>	<u><u>\$ 496</u></u>

See accompanying notes to financial statements.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 2, 2004, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance #678 of the City of Brooksville, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Southern Hills Plantation III Community Development District. The District is governed by a Board of Supervisors who are elected to four-year terms. All of the Supervisors are employed by the Developer or a related entity. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Southern Hills Plantation III Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board Statement Number 61, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

The District currently has no investments.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one item that qualifies for reporting in this category. Deferred revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

Southern Hills Plantation III Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$9,251 and the carrying value was \$9,041. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

The District did not have investment activity in the current year.

NOTE C – RELATED PARTY TRANSACTIONS

All voting members of the board of supervisors are employed by the Developer or a related entity. The District received \$69,684 in contributions from the Developer for the year ended September 30, 2022. Additionally, the District has \$10,864 net balance due from the developer.

The District has entered into an Inter-local Agreement which allocates costs between The District, Southern Hills Plantation I Community Development District and Southern Hills Plantation II Community Development District. The Southern Hills Plantation I pays certain common area expenses associated with the development and is reimbursed by the other Districts for their pro-rata share of these expenses.

During the year, the District incurred expenditures related to the Inter-Local Agreement of \$39,501. The amount owed to Southern Hills Plantation I Community Development District at September 30, 2022 was \$7,082.

NOTE D – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage during the last three years.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

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

To the Board of Supervisors
Southern Hills Plantation III Community Development District
Brooksville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Southern Hills Plantation III Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated May 23, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Southern Hills Plantation III Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southern Hills Plantation III Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Southern Hills Plantation III Community Development District's internal control.

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

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



To the Board of Supervisors
Southern Hills Plantation III Community Development District

Report on Compliance and Other Matters

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

Purpose of this Report

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

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 23, 2023



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Southern Hills Plantation III Community Development District
Brooksville, Florida

Report on the Financial Statements

We have audited the financial statements of the Southern Hills Plantation III Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated May 23, 2023.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated May 23, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations noted in the preceding financial audit report.

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Southern Hills Plantation III Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Southern Hills Plantation III Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
Southern Hills Plantation III Community Development District

Financial Condition and Management

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2022 for the Southern Hills Plantation III Community Development District. It is management's responsibility to monitor the Southern Hills Plantation III Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Southern Hills Plantation III Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 4
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0.
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$22,634.
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Southern Hills Plantation III Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: N/A.
- 2) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was N/A.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: The District did not have any bonds outstanding at September 30, 2022.



To the Board of Supervisors
Southern Hills Plantation III Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings. To the Board of Supervisors
Southern Hills Plantation III Community Development District

Purpose of this Letter

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

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

May 23, 2023

SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN
HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT
HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR
THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2022;

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

1. The Audited Annual Financial Report for Fiscal Year 2022, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2022, for the period ending September 30, 2022; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2022 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 10th day of July, 2023.

ATTEST:

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

5

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 19th day of May 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). The initial payment shall be due on or before May 1, 2023.

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 herein 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. The Annual Cost for Fiscal Year 2022-2023 is \$134,640.48 in accordance with the Cost Sharing Example included in Composite Exhibit A.
- 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.

- F. District I, on or before November 30 of each fiscal year, commencing with the November following Fiscal Year 2025-2026, will determine whether the Annual Cost for that fiscal year was less than or more than the amount budgeted for the preceding fiscal year and if such Annual Cost was less than budgeted, will credit pro rata to each of the Districts against the January 1 payment unless otherwise agreed to by the Districts in writing (for example, if in Fiscal Year 2025-2026, the Annual Cost is \$150,000 but actuals are \$140,000 at the close of the fiscal year, \$10,000 will be credited pro rata to each of the District's payment due January 1 thereafter). If the Annual Cost was more than budgeted, District I will transmit to each of the Districts a request for supplemental payment consistent with the cost share provisions set forth herein that shall be due within thirty (30) days of such request by District II and District III, up to the amounts set forth herein unless otherwise agreed to the Parties in writing.
- G. The Districts hereby agree that in an event of an act of God, including without limitation hurricanes, floods, fires or the like, to the extent such events giving rise to impairments of the Improvements are not covered by insurance and the Improvements are damaged and replacement exceeds the amounts set forth herein, the Districts will together negotiate in good faith to share, in the proportions set forth herein, the costs to replace the Improvements to the same condition in which said Improvements were in prior to the event causing the destruction. Further, the Districts hereby agree that in the event of a default of either a contracted vendor performing work on or for the Improvements or in the event of a default of any party to this Agreement, the reasonable legal costs and fees attributable directly to such matters shall be considered shared costs.

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 I CDD
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 |
| B. | If to District No. II: | Southern Hills Plantation II CDD
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 III CDD
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

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.


[signature blocks on following pages]

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

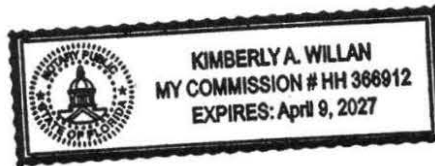
Attest:


Witness

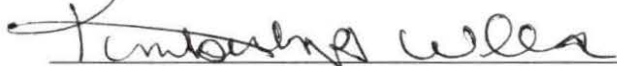
SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT
DISTRICT


Chairperson, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hernando)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of May, 2023, by John McSkrie, as Chairperson for Southern Hills Plantation CDDI



Name: Kimberly A. Willan

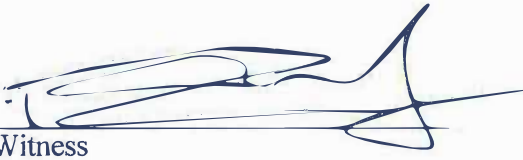
Personally Known _____

OR Produced Identification FL DL Exp 10/26

Type of Identification FL DL Exp 10/26

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

Attest:


Witness

Abdel Rodriguez

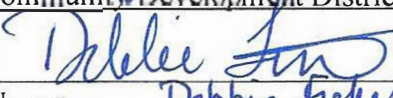
SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT
DISTRICT


Chairperson, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of May, 2023, by Matt Pallardy, as Chairperson for Southern Hills Plantation II Community Development District.




Name: Debbie Fisher
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

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

Attest:

Garrison Burr
Witness

SOUTHERN HILLS PLANTATION
III COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Chairperson, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of May, 2023, by Jim M. Gowan, as Chairman for SH/ CIO III.



[Signature]
Name: Garrison Burr
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

Composite Exhibit A

Cost Sharing Example
Based upon 2023 Costs

<u>Shared Service</u>				25%		23.80%		51.20%	
		<u>Annual</u>	<u>Monthly</u>	<u>CDD II /mo.</u>	<u>CDD II /Ann.</u>	<u>CDD III/Mo.</u>	<u>CDD III/Ann.</u>	<u>CDD I/Mo.</u>	<u>CDD I/Ann.</u>
Base LS Maintenance	*	\$86,303.00	\$7,191.92	\$1,797.98	\$21,575.75	\$1,711.68	\$20,540.11	\$3,682.26	\$44,187.14
Plant Replacement	**	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irrigation Repairs	**	\$10,000.00	\$833.33	\$208.33	\$2,500.00	\$198.33	\$2,380.00	\$426.67	\$5,120.00
Pond Maintenance (lakes B1, B2 and B3)	*	\$3,624.00	\$302.00	\$110.53	\$1,326.38	\$71.88	\$862.51	\$119.59	\$1,435.10
Lighting (Duke, lease, power and mainten	***	<u>\$34,713.48</u>	<u>\$2,892.79</u>	<u>\$1,058.76</u>	<u>\$12,705.13</u>	<u>\$688.48</u>	<u>\$8,261.81</u>	<u>\$1,145.54</u>	<u>\$13,746.54</u>
		\$134,640.48		\$3,175.61	\$38,107.27	\$2,670.37	\$32,044.43	\$5,374.06	\$64,488.78

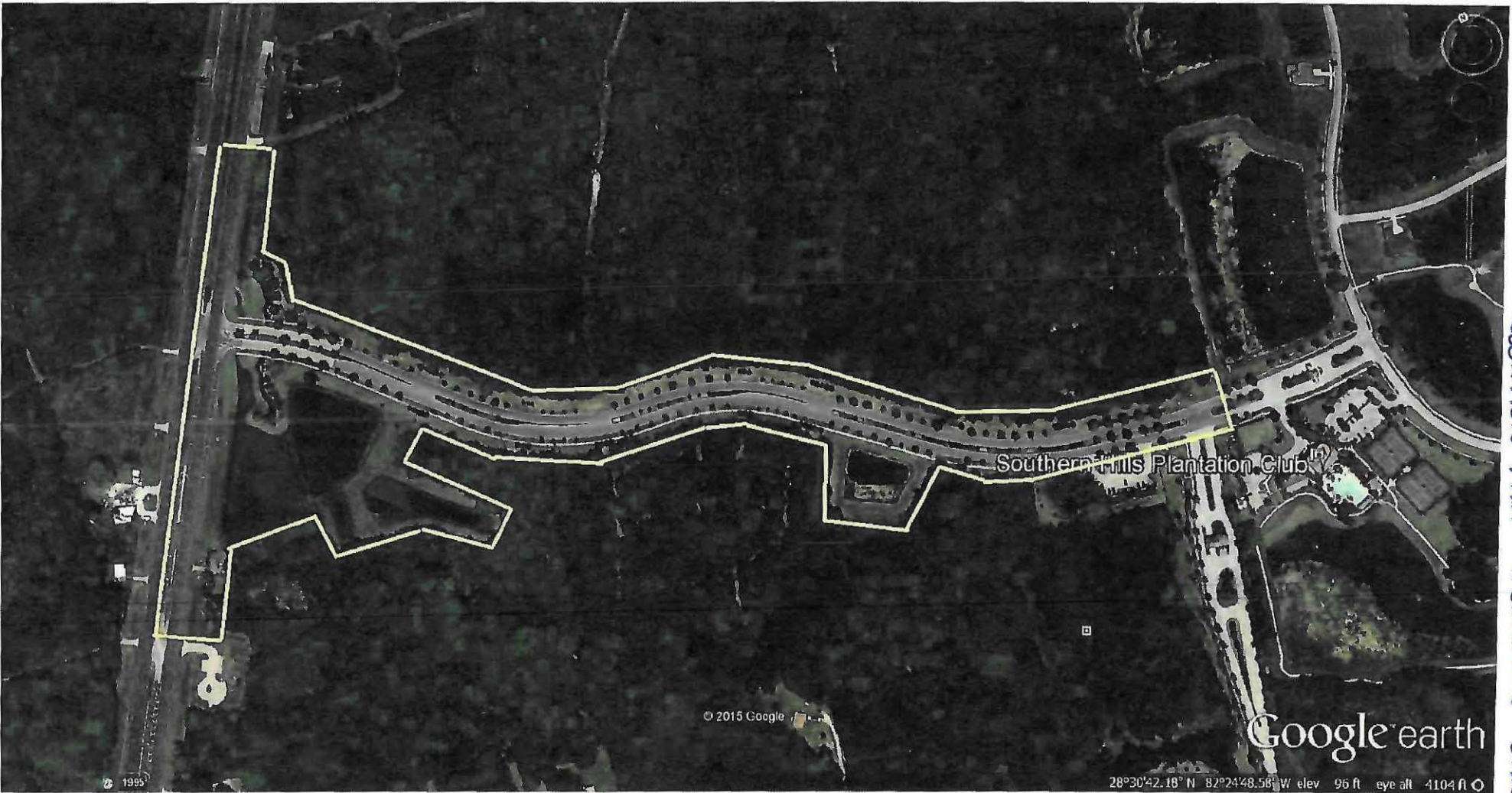
* Based upon current contract with Steadfast

** Based upon 2023 budget. Will be billed monthly based upon actuals incurred for that month.

***Based on January 2023 bill and will fluctuate monthly/annually based upon oil pricing

LOCATION MAP BOULEVARD STREET LIGHTING

39 DUAL HEAD
POLES
18 SINGLE
HEAD POLES



**AGREEMENT BETWEEN ADVANCED AQUATIC AND SOUTHERN HILLS
PLANTATION I COMMUNITY DEVELOPMENT DISTRICT
FOR AQUATIC MANAGEMENT SERVICES**

This Agreement ("Agreement") is made and entered into this 1 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 (the "District"); and

Steadfast Environmental, LLC, a Florida Limited Liability Company, with a mailing address of 30435 Commerce Drive suite 102; San Antonio, FL 33576 (hereinafter "Contractor", together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by the City of Brooksville, Florida; and

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

WHEREAS, the District owns, operates and maintains certain water management ponds ("Improvements"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic management services for the Improvements; and

WHEREAS, Contractor represents that it is qualified to provide such services and has agreed to provide to the District those services identified in **Composite Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor 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 Parties, the Parties agree as follows:

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

**AGREEMENT BETWEEN SOUTHERN HILLS PLANTATION I COMMUNITY
DEVELOPMENT DISTRICT AND STEADFAST CONTRACTORS ALLIANCE, LLC
FOR LANDSCAPE MAINTENANCE SERVICES
[COMMON AREAS]**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 1st 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, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

STEADFAST CONTRACTORS ALLIANCE, LLC, a Florida limited liability company, whose address is 30435 Commerce Drive, Unit 102, San Antonio, Florida 33576 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

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

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

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”), for the areas identified at **Exhibit B** (“**Property**”).

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

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that Contractor provide landscape maintenance services within professionally accepted standards. Upon all Parties signing this Agreement, Contractor shall provide the District with the Services identified in **Exhibit A** for the Property identified at **Exhibit B**.

- B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

3. **SCOPE OF SERVICES.** The Contractor will provide landscape maintenance services for the Property as further described in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, including but not limited to University of Florida IFAS Extension guidelines. The performance of all Services shall further conform to any written instructions issued by the District through its designee, which shall be Chuck Adams, District Manager ("**Designee**").

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included herein unless the District, through its Designee, authorizes the Contractor, in writing, to perform such work.
- C. The District's Designee shall act as the District representative with respect to the services to be performed under this Agreement. The Designee shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services provided that no direction shall obviate Contractor's obligations as an expert

in the field to provide the Services in conformance with landscaping best practices.

- (1) The District hereby designates the District Manager to act as its representative.
 - (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
 - (3) The Contractor shall provide to the District Manager a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays unless otherwise authorized in writing.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION.

- A. As compensation for Services identified as "General Maintenance Services," "Water Management" (Irrigation), and "Fertilization Plan," the District agrees to pay Contractor twelve (12) monthly payments of **Seven Thousand, Two Hundred Thirty-Four Dollars and 00/100 Cents (\$7,234.00)**, for an annual total of **Eighty-Six Thousand Eight Hundred Eight Dollars and 00/100 Cents (\$86,808.00)**, as set forth in **Exhibit A**. Any additional compensation for additional duties shall be paid only upon the written authorization of the Designee in accordance with the unit pricing provided in Contractor's proposal to the District. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month.
- B. The mulch, pine straw mulch, and flower services described in **Exhibit A** shall be priced separately as additional services according to the unit pricing therein, as applicable, and shall be performed only upon consent in writing by the District. The District reserves the right to enter into a separate third-party

contract for the other services described in **Exhibit A** at any time in its discretion.

- C. The "Lake Bank Mowing" services shall be authorized via a separate contract.
- D. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- E. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- F. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.

G. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **TERM.** This Agreement is effective as of the date first written above and shall continue for a period of twelve (12) months ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement will automatically renew for two (2) additional one (1)-year terms.

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

8. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date first written above and shall remain in effect as set forth in **Section 6**, unless terminated in accordance with the provisions of this Agreement.

9. **INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, officers and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

10. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of

court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

12. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

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

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii)

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

14. TAX-EXEMPT DIRECT PURCHASES. The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.

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

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

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

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

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

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

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

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

24. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

25. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

A. If to the District: Southern Hills Plantation I CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor: Steadfast Contractors Alliance, LLC
30435 Commerce Drive, Unit 102
San Antonio, Florida 33576
Attn: Owner

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

29. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants,

and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

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

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

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

32. 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.

33. 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 any doubtful language will not be interpreted or construed against any party.

34. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

35. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**SOUTHERN HILLS PLANTATION
I COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairperson/Vice Chairperson

**STEADFAST CONTRACTORS
ALLIANCE, LLC**


By:  _____
Its: Owner

Exhibit A: Scope of Services/Compensation
Exhibit B: Property Map

Exhibit A Scope of Services/Compensation



Steadfast
Maintenance Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

Landscape Maintenance Contract Southern Hills Plantation CDD 4200 Summit View Dr Brooksville, FL 34601

January 9th, 2023

Southern Hills Plantation CDD
C/O Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property within your service and budget considerations.

We hereby propose the following for your review:

Community Maintenance Program

Service	Price per Month	Price Per Year
General Maintenance Services	\$5540.00	\$66,480.00
Water Management	\$480.00	\$5,760.00
Fertilization Plan	\$1,214.00	\$14,568.00
Lake Bank Mowing (other than 3 along entry boulevard)	\$4,187.00	\$50,244.00
Mulch Total*	\$2,062.50	\$24,750.00
Pine Straw Mulch 1 x per Year**	\$92.00	\$1,104.00
Flowers 3 X's per Year (4.5" premiums)***	\$137.50	\$1,650.00
First Year Total	\$13,713.00	\$164,556.00
Second Year Total	\$14,124.00	\$169,488.00

*No locations provided, estimating 450 yards including trenching, if trenching is not required price can be reduced.

**No specific scope and location provided, estimating 100 Bales.

***Estimating 200 at each install rotation.

Additional Services

These items to be billed in addition to the base fee and at the time the service is performed.

Service	Estimated # of Units	Price per Unit Installed
Pine Bark - (cost/cubic yard, supply and spread on site)*	TBD proposal at time of service	\$52.00
Additional Labor - with truck and hand tools (man hour)	TBD	\$55.00
Additional Labor - with truck and power equipment: chain saws, blowers, etc. (man hour)	TBD	\$55.00
Additional Labor - with truck and heavy power equipment: hustler, tractor, bush hog, etc. (cost/man hour)	TBD	\$55.00
St. Augustine - Sod laid; site ready (cost/square foot)	TBD	\$0.85
Cost per hour - General Labor	TBD	\$55.00
Cost per hour - Irrigation Service Technician with one laborer	TBD	\$125.00

*Without trenching.

Note: Lake Bank Mowing authorized via separate agreement. Lake Bank Mowing is not included in the Scope of Services for this agreement.



STEADFAST

Steadfast Maintenance Division

30435 Commerce Drive, Suite 102
San Antonio, FL 33576

844-347-0702 | office@steadfastalliance.com

Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper / Contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Landscape Maintenance Program

1. **Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 41 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.
2. **Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
3. **Edging:** All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
4. **Pruning:** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 12 times per calendar year to ensure the following:
 - a. Maintain all sidewalks to eliminate any overhanging branches of or foliage, which obstructs and hinders pedestrian or motor traffic.
 - b. Retain the individual plant's natural form and to prune to eliminate branches, which are rubbing against walls and roofs.
 - c. The removal of dead, diseased, or injured branches and palms will be performed as needed.
 - d. Ground covers and vines maintain a neat, uniform appearance.
5. **Pest Control and Fertilization:**
 - a. Fertilization of St Augustine and Bermuda Turf shall be performed six (6) times per year. Shrubs and ground covers will be inspected four (4) times per year and fertilized at rates designed to address site-specific nutritional needs. Trees will be fertilized two (2) times per year at rates designed to address site-specific nutritional needs. All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the year. We employ an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis. Plants will be monitored, and issues addressed as necessary to effectively control insect infestations and disease as environmental, horticultural, and weather conditions permit.



STEADFAST

Steadfast
Maintenance Division

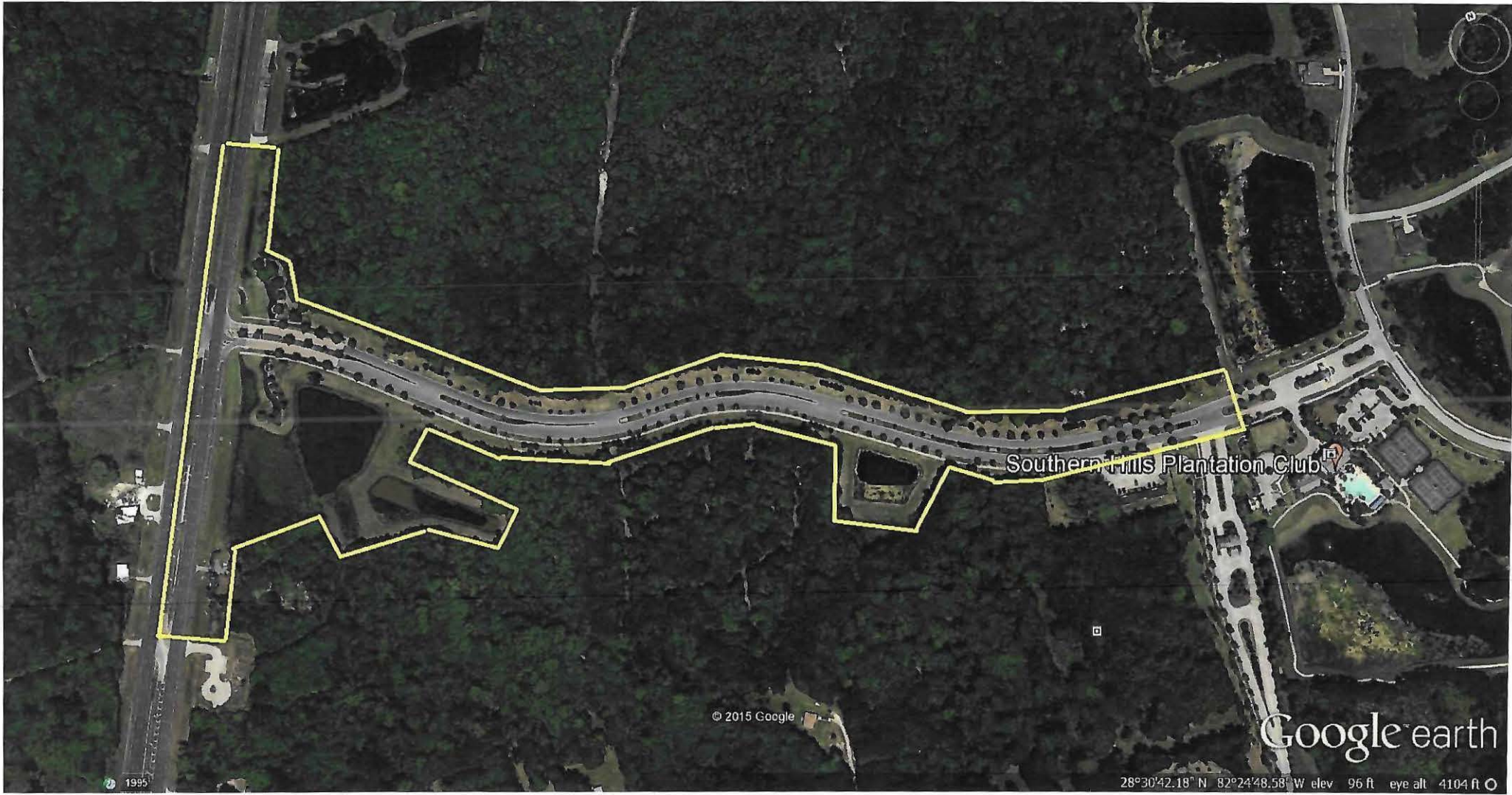
30435 Commerce Drive, Suite 102

San Antonio, FL 33576

844-347-0702 | office@steadfastalliance.com

6. Irrigation

- a. Water Management / Irrigation System Initial Inspection: At the commencement of the contract, the contractor will perform a complete evaluation of the system. Contractor will provide the Owner with a summary of each clock and zone operation. Contractor will submit recommendations for all the necessary repairs and improvements to the system with an itemized cost for completing the proposed work.
 - b. Throughout the contract, all irrigation zones throughout the turf areas and planting beds shall be inspected once a month to insure proper operation. Repairs will be made on a time and materials basis. Contractor is not responsible for turf or plant loss due to water restrictions.
7. Weeding: Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (12 times per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.
8. Clean-Up: All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.



SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional aquatic management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF AQUATIC MANAGEMENT SERVICES. The Contractor will provide aquatic management services for the Improvements. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. Extra work will be quoted and approved by the District Manager before any work is started.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts provided in the Proposal attached as **Exhibit A** for each item of work performed, provided that such amount does not exceed \$3850.00 per month. not to exceed \$46,200.00 annually (for the first year). The term of this Agreement shall be for one year effective February 1, 2023 unless terminated earlier by either party in accordance with the provisions of this Agreement. This agreement may be renewed for up to two additional one year terms upon written agreement by both parties hereto.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the

Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - (5)** Pollution Liability in the amount of at least \$2,000,000.
- B.** The District, its staff, consultants, agents and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such

required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, fines, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

SECTION 8 LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers, environmental requirements and any other requirements existing now or in the future that apply to the Services as required under the law. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be

exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District

stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor, as sole means of recovery hereunder.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits, licenses, certifications or other regulatory requirements necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the

Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Southern Hills Plantation I Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: District Manager

With a copy to: Kilinski/Van Wyke
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to the Contractor: Steadfast Environmental, LLC
30435 Commerce Dr, suite 102
San Antoni, FL 33576

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall

be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hernando County, Florida.

SECTION 26. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

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

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. 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 29. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 30. 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.

[Remainder of Page Left Blank, Signature Page Follows]

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

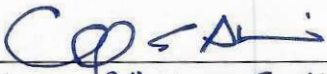
Attest:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**



Cleo Adams

Print Name of Witness

By: 
Print: CHESLEY E. ADAMS Jr.
Its: MGR/SEC.

Attest:

Witness

By: Joe Hamilton
Print: Joseph C. Hamilton
Its: Co-Owner / Manager

Print Name of Witness

December 20th 2022

Wrathell, Hunt & Associates, LLC.

2300 Glades Rd Suite 410W, Boca Raton, FL 33431

Attn: Brian McCaffrey, Assistant Secretary

We greatly appreciate the opportunity to bid on this project for you. Attached is the agreement for waterway services at Southern Hills Plantation CDD 1.

Program to consist of areas indicated on the attached map.

Area to be serviced measures **51,269 LF & 99.84 AC.**

JH 2/16/23

SHARED LAKES
B1, B2 & B3

Occurrence: 3 events/month

Annual Cost: \$46,200.00

3624.⁰⁰ / ANN.

(\$3,850.00 per month)

302.⁰⁰ / MO

Special services can also be provided outside of the routine monthly maintenance at the Boards request. These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Joseph Hamilton

Steadfast Environmental, LLC.
Joseph C. Hamilton, Owner/Operator



Maintenance Contract

Aquatic Maintenance Program

1. **Algicide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algicides approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algicide applications.²
3. **Submersed Vegetation Control:** Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Hydrilla, Dwarf Babytears, Chara, Duckweed, ect.*
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Inspection Reports:** Routine monthly inspection of maintained waterways. Including photographic documentation as well as notation of any discovered issues/afflictions and accompanied by a plan of action.*,³

Special Services:

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

*These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.



Maintenance Contract

Aquatic Maintenance Program

1. Prime Ponds (Per Board Direction):

8AA, 8BB, 8CC, 7BB, 5AA, 200AA, 210AA, 15HH, 5GG, 5H, 9CC, 10CC, 10BB, 10AA, B1, & B3 Are to be hit biweekly for grasses, algae and submersed weeds. Existing shelves are to be treated routinely for non-beneficial plant species. With boat treatments to be administered at Steadfast Environmental's discretion on a per-pond basis, and for the success of the aquatic maintenance program. Special attention & care is to be given to 8AA & 15HH, as these are irrigation ponds.

Denoted on the maintenance map with lighter shade of blue & green. Irrigation ponds are denoted with the purple marker.

2. Not Prime Ponds (Per Board Direction):

5EE, 9II, 11AA, B2, & U1 Are to be hit monthly for grasses, algae, and submersed weeds. Existing shelves are to be routinely hit for non-native vegetation.

Denoted on the maintenance map with darker shade of blue & green.

3. Dry Areas:

150BB, 160AA, 161AA, 180BB, 5FF, 50C, 7AA, 12CC, & 12AA To be treated monthly for invasive grasses and weeds, with efforts focused on routinely clearing the exteriors from overgrowth. Interiors to be treated via the use of ATV or otherwise comparable vehicle when necessary.

Denoted on the maintenance map with forest green.

Service Area



SOUTHERN HILLS PLANTATION | CDD
19850 Southern Hills Blvd, Brooksville



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



Steadfast
Environmental Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

*** Compensation**

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2023.



Steadfast Representative

Co-Owner / Manager
Title

Signature of Owner or Agent

Title



SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of Southern Hills Plantation III Community Development District ("**District**") prior to June 15, 2023, a proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: Southern Hills Plantation Clubhouse
4200 Summit View Drive
Brooksville, Florida 34601

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to the City of Brooksville and Hernando County, Florida at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED THIS 10TH DAY OF JULY, 2023.

ATTEST:

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024
PROPOSED BUDGET**

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2 - 3

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Budget FY 2024
REVENUES					
Developer contributions	\$ 85,120	\$ 29,084	\$ 43,562	\$ 72,646	\$ 65,545
Total revenues	85,120	29,084	43,562	72,646	65,545
EXPENDITURES					
Professional & administrative					
Supervisors	3,000	1,200	1,800	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	7,096	2,000	9,096	4,000
Engineering	1,000	-	500	500	1,000
Audit	3,200	-	3,200	3,200	3,200
Postage	400	50	350	400	400
Legal advertising	325	223	102	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
Contingencies	1,500	264	1,236	1,500	1,500
Total professional & administrative	32,975	16,508	21,063	37,571	32,975
Field operations					
Street lights	8,000	4,285	4,000	8,285	8,300
Aquatic maintenance	3,000	1,032	450	1,482	870
Lake/pond bank maintenance	500	-	-	-	-
Entry & walls maintenance	595	-	-	-	-
Landscape maintenance	15,000	11,483	9,000	20,483	21,000
Holiday lighting	2,200	3,332	-	3,332	-
Irrigation maintenance and repairs	5,000	988	1,000	1,988	2,400
Landscape replacement plants, shrubs, trees	17,850	-	-	-	-
Total field operations	52,145	21,120	14,450	35,570	32,570
Total expenditures	85,120	37,628	35,513	73,141	65,545
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,544)	8,049	(495)	-
Fund balance - beginning (unaudited)	-	495	(8,049)	495	-
Fund balance - ending (projected)	\$ -	\$ (8,049)	\$ -	\$ -	\$ -

*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
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors, not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	15,000
Wrathell, Hunt and Associates, LLC , 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.	
Bank fees	150
Bank charges and other miscellaneous expenses incurred during the fiscal year.	
Legal general counsel	4,000
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.	
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 & Sams.	
Engineering	1,000
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.	
Audit	3,200
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.	
Postage	400
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	325
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	200
Annual fee paid to the Department of Economic Opportunity.	
Insurance	3,200
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.	
Website	1,000
To provide and maintain legally required District website.	
Contingencies	1,500
Cover banking related costs.	

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

EXPENDITURES (continued)

Field operations

Street lights	8,300
Regular inspections, maintenance and repairs	
Aquatic maintenance	870
Monthly service of aquatic weed control	
Landscape maintenance	21,000
Monthly service of landscape maintenance, including lawn care	
Irrigation maintenance and repairs	2,400
Regular inspection and any needed maintenance and/or repairs to the irrigation system	
Total expenditures	<u><u>\$ 65,545</u></u>

SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2023-06

**A RESOLUTION OF THE SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD
OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Southern Hills Plantation III Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2023/2024 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Hernando County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of July, 2023.

Attest:

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023*	Regular Meeting	10:00 AM
November 13, 2023	Regular Meeting	10:00 AM
December 11, 2023	Regular Meeting	10:00 AM
January 8, 2024	Regular Meeting	10:00 AM
February 12, 2024	Regular Meeting	10:00 AM
March 11, 2024	Regular Meeting	10:00 AM
April 8, 2024	Regular Meeting	10:00 AM
May 13, 2024	Regular Meeting	10:00 AM
June 10, 2024	Regular Meeting	10:00 AM
July 8, 2024	Regular Meeting	10:00 AM
August 12, 2024	Regular Meeting	10:00 AM
September 9, 2024	Regular Meeting	10:00 AM

Exception *

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

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2023**

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Wells Fargo	\$ 2,917	\$ 2,917
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	<u>\$ 4,115</u>	<u>\$ 4,115</u>
LIABILITIES		
Liabilities:		
Due to Southern Hills I	\$ 25,927	\$ 25,927
Developer advance	2,500	2,500
Total liabilities	<u>28,427</u>	<u>28,427</u>
FUND BALANCES		
Unassigned	(24,312)	(24,312)
Total fund balances	<u>(24,312)</u>	<u>(24,312)</u>
 Total liabilities and fund balances	 <u>\$ 4,115</u>	 <u>\$ 4,115</u>

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution	\$ 14,554	\$ 43,639	\$ 85,120	51%
Total revenues	<u>14,554</u>	<u>43,639</u>	<u>85,120</u>	51%
EXPENDITURES				
Professional & administrative				
Legislative				
Supervisor fees	-	1,200	3,000	40%
Financial & Administrative				
Management	1,250	10,000	15,000	67%
Legal advertising	-	223	325	69%
Annual district filing fee	-	175	200	88%
Contingencies	41	360	1,500	24%
Postage	-	49	400	12%
District counsel	361	7,458	4,000	186%
Shared costs with SHP I		25,927	-	N/A
Total professional & administrative	<u>1,652</u>	<u>45,392</u>	<u>32,975</u>	138%
Field operations				
Electric utility services				
Street lights	732	5,017	8,000	63%
Stormwater control				
Aquatic maintenance	-	1,032	3,000	34%
Landscape maintenance	870	12,353	15,000	82%
Holiday lighting	-	3,332	2,200	151%
Irrigation repairs & maintenance	332	1,320	5,000	26%
Total field operations	<u>1,934</u>	<u>23,054</u>	<u>52,145</u>	44%
Total expenditures	<u>3,586</u>	<u>68,446</u>	<u>85,120</u>	80%
Excess/(deficiency) of revenues over/(under) expenditures	10,968	(24,807)	-	
Fund balances - beginning	(35,280)	495	-	
Fund balances - ending	<u>\$ (24,312)</u>	<u>\$ (24,312)</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 February 13, 2023, at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601.

Present at the meeting were:

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

Also present were:

Chuck Adams	District Manager
Lauren Gentry	District Counsel
Jennifer Kilinski (via telephone)	KE Law Group, PLLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. Supervisors Noble, McGowan, Johnson and Bloomquist were present. Supervisor Miars was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Interlocal Agreement
between Southern Hills Plantation I, II and
III CDDs**

Ms. Kilinski stated Counsel for CDD II advised that the CDD II Board is agreeable to all the proposed changes in the Interlocal Maintenance Agreement, except for the notion that two Committee Members could constitute a quorum if one CDD failed to send a Committee Member for three consecutive meetings. She discussed the administrative changes to the Agreement since it was last presented. She noted that CDD II is now agreeable to paying CDD I \$40,000 by January 31, 2024, which is an improvement over the multi-year rolling repayment

program. The bulk of the changes addressed how the Committee is handled. The Committee can still meet quarterly to discuss how each CDD handles the funding and scope but they do not have the right to change any of the parameters on scope, financials or percentages without each CDD having an opportunity to consider such changes.

On MOTION by Mr. McGowan and seconded by Ms. Johnson, with all in favor, the Interlocal Agreement between Southern Hills Plantation I CDD, Southern Hills Plantation II CDD and Southern Hills Plantation III CDD, in substantial form and subject to any final changes by an authorized Board Member, was approved.

FOURTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2022**

The financials were accepted.

FIFTH ORDER OF BUSINESS**Approval of Minutes**

Mr. Adams presented the following Meeting Minutes:

A. November 14, 2022 Landowners' Meeting

The following changes were made:

Lines 14 and 15: Change "Resident" to "Landowner Representative"

Line 21: Change "residents" to "Landowner Representatives"

On MOTION by Mr. McGowan and seconded by Mr. Noble, with all in favor, the November 14, 2022 Landowners' Meeting Minutes, as amended, were approved.

B. November 14, 2022 Regular Meeting

The following changes were made:

Line 21: Move "Jim McGowan" and "Supervisor-elect" to below Line 13

Line 22: Move "Bruce Noble" and "Supervisor-elect" to below Line 13

On MOTION by Ms. Bloomquist and seconded by Ms. Johnson, with all in favor, the November 14, 2022 Regular Meeting Minutes, as amended, were approved.

C. November 29, 2022 Joint Public Meeting

Mr. Adams presented the September 12, 2022 Public Hearing and Regular Meeting Minutes. The revisions discussed at the CDD I meeting were already made to these minutes.

On MOTION by Ms. Bloomquist and seconded by Ms. Johnson, with all in favor, the November 29, 2022 Joint Public Meeting Minutes, as presented, were approved.

SIXTH ORDER OF BUSINESS

Other Business

There was no other business.

SEVENTH ORDER OF BUSINESS

Staff Reports

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

Ms. Kilinski stated the name of her law firm changed to Kilinski | Van Wyk.

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

There was no report.

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

- **NEXT MEETING DATE: March 13, 2023 at 10:00 A.M**

- **QUORUM CHECK**

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Noble and seconded by Ms. Johnson, with all in favor, the meeting adjourned at 10:09 a.m.

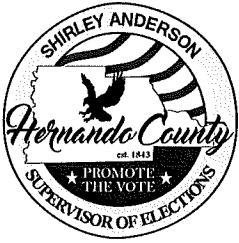
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Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHERN HILLS PLANTATION III
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**



Shirley Anderson

HERNANDO COUNTY SUPERVISOR OF ELECTIONS

16264 Spring Hill Drive
Brooksville, FL 34604
P: 352.754.4125 • F: 352.754.4425

April 14, 2023

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410 W
Boca Raton, Florida 33431

RE: Southern Hills Plantation I & III
Community Development District

Dear Ms. Gillyard:

As of April 14, 2023 there are 415 registered voters within the Southern Hills Plantation I Community Development District. There are no registered voters in Southern Hills Plantation III Community Development District.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Claudia Billotte
Candidate Specialist
Hernando County Supervisor of Elections
16264 Spring Hill Drive Brooksville, FL 34604

Enclosure

Date 4/14/2023
Time 12:31 PM

Shirley Anderson
Supervisor of Elections
Active Voters by District/Precinct

Hernando County, FL

SOUTHERN HILLS 3

	<u>Dem</u>	<u>Rep</u>	<u>NPA</u>	<u>Other</u>	<u>Total</u>	<u>White</u>	<u>Black</u>	<u>Hispanic</u>	<u>Other</u>	<u>Male</u>	<u>Female</u>	<u>Other</u>
510 JEROME BROWN COMMUN	0	0	0	0	0	0	0	0	0	0	0	0
SOUTHERN HILLS 3	0	0	0	0	0	0	0	0	0	0	0	0

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 CANCELED	Regular Meeting	10:00 AM
April 10, 2023 CANCELED	Regular Meeting	10:00 AM
May 8, 2023 CANCELED	Regular Meeting	10:00 AM
June 12, 2023 CANCELED NO QUORUM	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

Exception

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