# Southern Hills Plantation II Community Development District

**Board of Supervisors** Matt Pallardy, Chairman John Franz, Vice Chairperson Cheryl Bernal, Assistant Secretary Wesley Jones, Assistant Secretary Brian Spivey, Assistant Secretary

Brian Lamb District Manager Kathryn "KC" Hopkinson, District Counsel Tonja Stewart, District Engineer

# **Regular Meeting Agenda**

Friday, June 09, 2023, at 10:30 AM

The Regular Meeting of the Southern Hills Plantation II Community Development District will be held on June 09, 2023, at 10:30 AM at The Southern Hills Plantation Clubhouse at 5459 Cotillion Blvd Brooksville, FL 34601. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

#### All cellular phones and pagers must be turned off during the meeting.

#### 1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENT Each individual has the opportunity to comment and is limited to three (3) minutes for such comment.

#### **3. BUSINESS ITEMS**

A. Ratification of the Southern Hills Plantation II Interlocal Agreement Tab 01	
B. Annual Notice of Qualified Electors Tab 02	2
C. Consideration of Resolution 2023-03: Approving FY 2023 Proposed Budget	
& Setting Public Hearing Tab 03	5
D. General Matters of the District	
4. CONSENT AGENDA	
A. Consideration of Board of Supervisor's Meeting Minutes of the	
Special Meeting January 31, 2023,Tab 04	
B. Consideration of Operation and Maintenance Expenditure December 2022Tab 05	
C. Consideration of Operation and Maintenance Expenditure January – April 2023,	)
D. Review of Financial Statements Month Ending April 30, 2023,	
5. STAFF REPORTS	
A. District Manager	

- 5. ST

  - **B.** District Counsel
  - C. District Engineer
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 7. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Brian Lamb

**District Manager** 

**District Office** Inframark 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 (813) 873 - 7300

Meeting Location: The Southern Hills Plantation Clubhouse 5459 Cotillion Blvd. Brooksville, FL 34601

www.shplantation2cdd.org

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This instrument was prepared by and upon recording should be returned to:	(This space reserved for Clerk)
Jennifer L. Kilinski, Esq. Kilinski   Van Wyk PLLC 2016 Delta Blvd, Suite 101 Tallahassee, Florida 32303	

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

**This Agreement** ("**Agreement**") is made and entered into this \_\_\_\_\_day of June 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 Inframark LLC, 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 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:

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

With a copy to:	Kilinski   Van Wyk PLLC
	2016 Delta Blvd, Suite 101
	Tallahassee, Florida 32303

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 I and 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 page]

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

Attest:	SOUTHERN HILLS PLANTATION COMMUNITY DEVELOPMENT DISTRICT I
Secretary	Chairperson, Board of Supervisors
	SOUTHERN HILLS PLANTATION COMMUNITY DEVELOPMENT DISTRICT II
Secretary	Chairperson, Board of Supervisors
	SOUTHERN HILLS PLANTATION COMMUNITY DEVELOPMENT DISTRICT III
Secretary	Chairperson, Board of Supervisors

Signature:

Email: matt@tlc-llc.com

Signature:

Email: brian.lamb@inframark.com

### Cost Sharing Example Based upon 2023 Costs

			25	%	23.8	30%	51.2	0%
Shared Service	<u>Annual</u>	<u>Monthly</u>	<u>CDD II /mo.</u>	<u>CDD II /Ann.</u>	<u>CDD III/Mo.</u>	CDD III/Ann.	CDD I/Mo.	<u>CDD I/Ann.</u>
Base LS Maintenance	* \$86,303.0	0 \$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	** \$10,000.0	0 \$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 maintenan	*** <u>\$34,713.4</u>	<u>8</u> \$2,892.79	<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 <i>,</i> 640.4	18	\$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



# 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 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.

WARRANTY AND COVENANT. The Contractor warrants to the District that all 13. 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 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.

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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:

А.	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
В.	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.

COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees 31. 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.

	THERN HILLS PLANTATION MMUNITY DEVELOPMENT RICT
By:	
Chairp	person/Vice Chairperson
	DFAST CONTRACTORS ANCE, LLC
By: I	ohn Faulkner

Exhibit A:Scope of Services/CompensationExhibit 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		
Price per Month	Price Per Year	
\$5540.00	\$66,480.00	
\$480.00	\$5,760.00	
\$1,214.00	\$14,568,00	
\$4,187.00	\$50,244.00	
\$2,062.50	\$24,750.00	
\$92.00	\$1,104.00	
\$137.50	\$1,650.00	
\$13,713.00	\$164,556.00	
\$14,124.00	\$169,488.00	
	Price per Month \$5540.00 \$480.00 \$1,214.00 \$4,187.00 \$2,062.50 \$92.00 \$137.50 \$13,713.00	

No locations provided, estimating 450 yards including trenching, if trenching is not required price can be reduced. No specific scope and location provided, estimating 300 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
lost per hour - Irrigation Service Technician with one laborer	TBO	\$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.



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Steadfast

#### 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 licensees 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

- <u>Mowing</u>: 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 nongrowing 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.
- <u>Turf Trimming</u>: 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.
- 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:
  - 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 paims 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

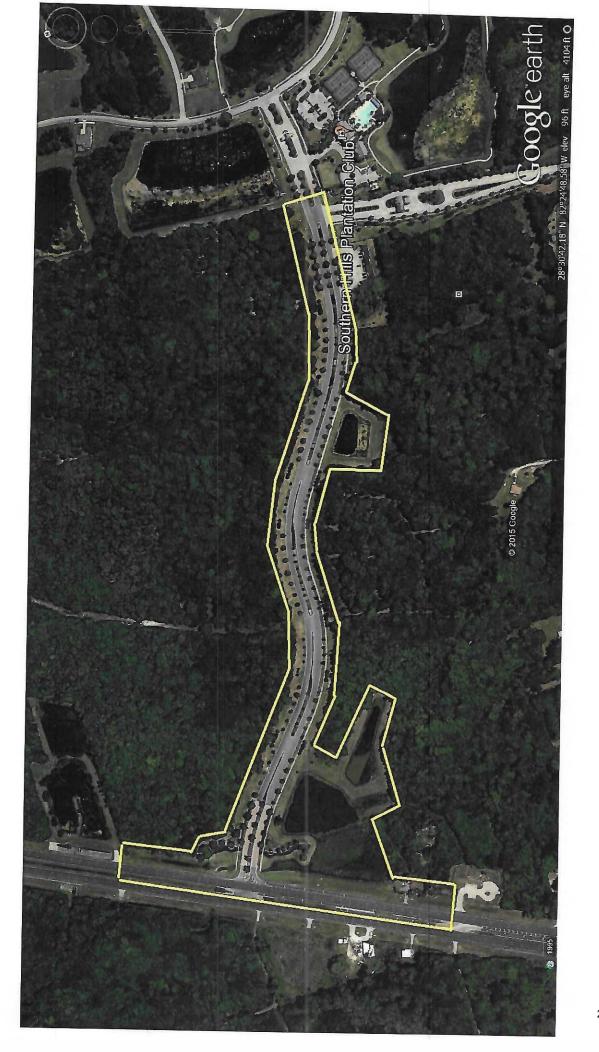
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#### 6. Irrigation

- 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.

 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.

 <u>Clean-Up</u>: 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.



## 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.

# 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

3

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:

А.	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
В.	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 nonbusiness 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 <u>GILLYARDD@WHHASSOCIATES.COM</u> 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:

ada

Ches Adama

**COMMUNITY DEVELOPMENT DISTRICT** 

SOUTHERN HILLS PLANTATION I

By: ( Print: CHESLEY E. ADAMS je. Its: MCR'/SEC.

Print Name of Witness

Attest:

Joe Hamilton By:

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

Witness

Print Name of Witness



EXHIBIT A

Steadfast

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

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.

YH 2/16/23

SHARED LAKES BI, BZ + B3

302.00/10

3624.00 ANN.

Occurrence: 3 events/month

Annual Cost: \$46,200.00

(\$3,850.00 per month)

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



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### Aquatic Maintenance Program

### **Maintenance Contract**

- Algicide Application: John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be 1. 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.<sup>1</sup>
- Herbicide Application: Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as 2. 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.<sup>2</sup>
- Submersed Vegetation Control: Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise 3. 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.\*
- Debris Collection: Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine 4. 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.
- Pond Dye Application: Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in 5. black and hues of blue.
- Inspection Reports: Routine monthly inspection of maintained waterways. Including photographic documentation as well as 6. notation of any discovered issues/afflictions and accompanied by a plan of action.\*,3

### **Special Services:**

- Physical & Mechanical Removals of Invasive/Exotic Vegetation. Utilization of crews with handheld cutting equipment to flush 1. 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.
- Planting of Native & Desirable, Low-lying Aquatic Vegetation Installation of Florida-native flora to improve aesthetics & assist 2. in the control of aquatic algae. Bare root installation as well as container grown plants are available.
- Aquatic Fountain & Aeration Installation Installation of aquatic fountains to improve the aesthetics of ponds. Installation of 3. 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.
- Native Fish Stocking Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly 4. 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. Excess Trash/Oversize Object Collection Visits - Proposals to remove excess debris from heavy construction, bizarre & oversize 6. items that may make their way into your lakes and ponds.
- Seasonal Midge Fly Treatments Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control 7. 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. <sup>1</sup> 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. <sup>2</sup> 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.<sup>3</sup> 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.



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### **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.



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Service Area



# SOUTHERN HILLS PLANTATION I 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.



### Compensation

Contractor shall be paid monthly. On the first (1<sup>st</sup>) 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 costs 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.

oe Hamilton

Steadfast Representative

Signature of Owner or Agent

Co-Owner / Manager Title

Title



# SOUTHERN HILLS PLANTATION I CDD 19850 Southern Hills Blvd, Brooksville



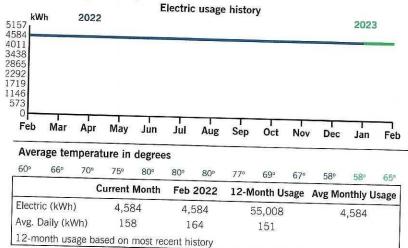


### **Billing summary**

Total Amount Due Feb 27	\$2,892,79
	39.56
Current Lighting Charges Taxes	2,853.23
Payment Received Jan 11	-2,892.79
	\$2,892.79
Previous Amount Due	<b>\$2,000 = </b>

### Your usage snapshot

......



# Your Energy Bill

Service address	Bill date	Feb 6, 2023
SOUTHERN HILLS PLTN 1 CDD 5374 BROAD ST	For service	Jan 4 - Feb 1 29 days
LITE SOUTHERNHILLBLVD S/L		25 udys

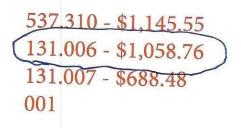
Account number 9100 8818 1837

Page 1 of 3



Thank you for your payment.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 9.2%, Purchased Power 10.2%, Gas 77.0%, Oil 0.3%, Nuclear 0%, Solar 3.3%, (For prior 12 months ending December 31, 2022).



Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business. DUKE Account number After 90 days from bill date, a \$2,892.79 ENERGY. 9100 8818 1837 late charge will apply. by Feb 27 Duke Energy Return Mail PO Box 1090 Charlotte, NC 28201-1090 Add here, to help others with a Amount enclosed contribution to Share the Light SOUTHERN HILLS PLTN 1 CDD 2300 GLADES RD STE 410W Duke Energy Payment Processing BOCA RATON FL 33431-8556 PO Box 1094 Charlotte, NC 28201-1094



### We're here for you

Report an emergency Electric outage	duke-energy.com/outages
Convenient ways to pay your bill	800.228.8485
Online Automatically from your head	duke-energy.com/billing

Automatically from your bank account duke-energy.com/automatic-draft Speedpay (fee applies)

By mail payable to Duke Energy

In person

Help managing your account (not applicable for all customers)

Destates ( c. c.	
Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Pupinese	
Business	duke-energy.com/manage-bus

### General questions or concerns Online

Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744 Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477 For hearing impaired TDD/TTY 711 International 1.407.629.1010

### Call before you dig Call

800.432.4770 or 811

duke-energy.com

Check utility rates Check rates and charges

duke-energy.com/rates

duke-energy.com/pay-now

Charlotte, NC 28201-1094

duke-energy.com/location

800.700.8744

P.O. Box 1094

Correspond with Duke Energy (not for payment) P.O. Box 14042 St Petersburg, FL 33733

Important to know

### Your next meter reading on or after: Mar 2

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

### Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

### When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

### Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

### Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit dukeenergy.com/home/billing/special-assistance/ medically-essential.

### Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

Page 2 of 3 Account number 9100 8818 1837 210001758291



# Your usage snapshot - Continued

Total	96	4,584 kWh
	92	4,508 kWh
SV FLAGLER ACR 9500L		76 kWh
54W MITCH LED PT CLR	4	
Description	Quantity	Usage
Billing period Jan 04 - Feb 01		
Outdoor Lighting		

# Billing details - Lighting

Fotal Current Charges	\$2,853.23		
18 Pole(s) @ \$12.130	218.34		
16 DEC CNCRT W/DEC BS/WSHNGTN			
39 Pole(s) @ \$13.290	518.31		
16 DECO CONC WASHINGTON # DUAL			
Pole Charge			
SV FLAGLER ACR 9500L 169.28			
54W MITCH LED PT CLR	5.56		
Maintenance Charge	A		
SV FLAGLER ACR 9500L	1,428.76		
54W MITCH LED PT CLR	72.96		
Fixture Charge			
4,584.000 kWh @ 0.069c	3.16		
Asset Securitization Charge			
4,584.000 kWh @ 5.865c	268.85		
Fuel Charge			
4,584.000 kWh @ 3.629c	166.36		
Energy Charge	41.00		
Customer Charge	\$1.65		
Billing Period - Jan 04 to Feb 01	Reach control to the second		

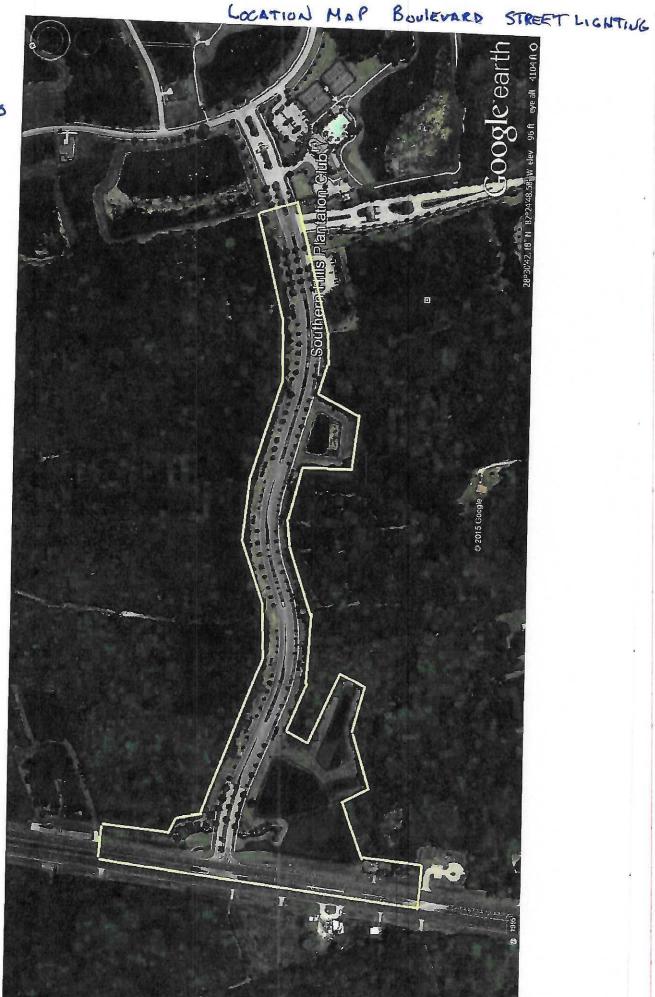
## **Billing details - Taxes**

Total Taxes	\$39.56
Municipal Franchise Fee	26.23
Gross Receipts Tax	11.28
Regulatory Assessment Fee	\$2.05

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

### 39 DUAL HEAD POLES

18 SINGLE HEAD POLES



Date 4/17/2023 Time 11:03 AM			Activ	Superv	rley Anderso visor of Elect s by Distrie	ons	:t				Hernando	County, FL
SOUTHERN HILLS 2 510 JEROME BROWN COMMUN SOUTHERN HILLS 2	<u>Dem</u> 37 37	<b>Rep</b> 134 134	<u>NPA</u> 45 45	<u>Other</u> 1	<u>Total</u> 217 217	<u>White</u> 200 200	<u>Black</u> 2 2	<u>Hispanic</u> 13 13	<u>Other</u> 2 2	<u>Male</u> 102 102	<u>Female</u> 115 115	<u>Other</u> 0 0

### **RESOLUTION 2023-03**

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

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Southern Hills Plantation II Community Development District ("District") prior to June 15, 2023 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Proposed Budget"); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED**. The Proposed Budget, including any modifications made by the Board, 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**. The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 11, 2023
	11ugust 11, 2023

HOUR: 10:30 a.m.

LOCATION:	Cascades Clubhouse
	5459 Cotillion Blvd
	Brooksville, FL 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 Hernando County 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 Proposed Budget on the District's website at least two days before the budget hearing date 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 by Florida law.

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

### PASSED AND ADOPTED ON June 09, 2023

Attest:

Southern Hills Plantation II Community Development District

Print Name:	
Secretary / Assistant Secretary	

Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2023/2024

# FISCAL YEAR 2024 PROPOSED ANNUAL OPERATING BUDGET



June 7, 2023

# FISCAL YEAR 2024 PROPOSED ANNUAL OPERATING BUDGET

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III.	PROPOSED OPERATING BUDGET
IV.	GENERAL FUND 001 DESCRIPTIONS 4
V.	DEBT SERVICE FUND
VI.	SCHEDULE OF ANNUAL ASSESSMENTS7

# June 7, 2023

# SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT BUDGET INTRODUCTION

### **Background Information**

The Southern Hills Plantations II Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a "solution" to the State's needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2024, which begins on October 1, 2023. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

Fund Number	<b>Fund Name</b>	Services Provided
001	General Fund	Operations and Maintenance of Community Facilities Financed by Non-Ad Valorem Assessments
200	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2004 Capital Improvement Revenue Bonds

### **Facilities of the District**

The District's existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

### **Maintenance of the Facilities**

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 2/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23
REVENUES					
INTEREST EARNINGS					
Interest Earnings	0.00	4.00	0.00	4.00	4.00
TOTAL INTEREST EARNINGS	\$0.00	\$4.00	\$0.00	\$4.00	\$4.00
SPECIAL ASSESSMENTS	+	+ 1 - 0 - 0	+ • • • •	+	+1.00
Operations & Maintenance Assmts-Tax Roll	75,000.00	67,548.00	7,452.00	75,000.00	0.00
Operations & Maintenance Assmts-Off Roll	0.00	0.00	0.00	0.00	0.00
TOTAL SPECIAL ASSESSMENTS	\$75,000.00	\$67,548.00	\$7,452.00	\$75,000.00	\$0.00
OTHER MISCELLANEOUS REVENUES	¢/ <b>3</b> ,000.00	\$07, <b>31</b> 0100	¢/, <b>+3=:</b> 00	¢/ <b>3</b> ,000100	<i>Q</i> 0100
Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$75,000.00	\$67,552.00	\$7,452.00	\$75,004.00	\$4.00
EXPENDITURES	\$75,000.00	\$07,552.00	\$7,452.00	\$/5,004.00	\$4.00
LEGISLATIVE					
Supervisor Fees	1,600.00	0.00	400.00	400.00	(1,200.00)
TOTAL LEGISLATIVE	\$1,600.00				
	\$1,000.00	\$0.00	\$400.00	\$400.00	(\$1,200.00)
FINANCIAL & ADMINISTRATIVE	40,000,00	1 000 00	9 000 00	10,000,00	0.00
District Management	12,000.00	4,000.00	8,000.00	12,000.00	0.00
District Engineer	1,000.00	0.00	500.00	500.00	(500.00)
Disclosure Report	2,500.00	0.00	2,500.00	2,500.00	0.00
Trustees Fees	3,500.00	0.00	3,500.00	3,500.00	0.00
Auditing Services	6,300.00	0.00	6,100.00	6,100.00	(200.00)
Arbitrage Rebate Calculation	650.00	0.00	650.00	650.00	0.00
Postage, Phone, Faxes, Copies	50.00	15.00	85.00	100.00	50.00
Public Officials Liability Insurance	2,685.00	2,886.00	0.00	2,886.00	201.00
Legal Advertising	1,000.00	0.00	1,500.00	1,500.00	500.00
Bank Fees	200.00	0.00	100.00	100.00	(100.00)
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
Website Development/Maintenance	900.00	500.00	400.00	900.00	0.00
ADA website compliance	1,500.00	0.00	1,500.00	1,500.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$32,460.00	\$7,576.00	\$24,835.00	\$32,411.00	(\$49.00)
LEGAL COUNSEL					
District Counsel	7,500.00	6,051.00	0.00	6,051.00	(1,449.00)
TOTAL LEGAL COUNSEL	\$7,500.00	\$6,051.00	\$0.00	\$6,051.00	(\$1,449.00)
ELECTRIC UTILITY SERVICES					
Street Lights	16,525.00	0.00	0.00	0.00	(16,525.00)
TOTAL ELECTRIC UTILITY SERVICES	\$16,525.00	\$0.00	\$0.00	\$0.00	(\$16,525.00)
OTHER PHYSICAL ENVIRONMENT					
General Liability Insurance	2,497.00	2,684.00	0.00	2,684.00	187.00
Interlocal Settlement Agreement	0.00	0.00	20,000.00	0.00	0.00
Interlocal Cost Share	0.00	0.00	0.00	0.00	0.00
Lake Maintenance - General	0.00	0.00	0.00	0.00	0.00
Lake Maintenance - Repairs	0.00	0.00	0.00	0.00	0.00
Wetland Maintenance/Repairs	0.00	0.00	0.00	0.00	0.00
Landscape Maintenance	10,000.00	0.00	0.00	0.00	(10,000.00)
Irrigation Repairs & Maintenance	4,418.00	0.00	0.00	0.00	(4,418.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	\$16,915.00	\$2,684.00	\$20,000.00	\$2,684.00	(\$14,231.00)
TOTAL EXPENDITURES	\$75,000.00	\$16,311.00	\$45,235.00	\$41,546.00	(\$33,454.00)
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$51,241.00	(\$37,783.00)	\$33,458.00	\$33,458.00

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 2/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23	Fiscal Year 2024 Proposed Operating Buget	Increase/ Decrease from FY 2023 to FY 2024
REVENUES							
INTEREST EARNINGS							
Interest Earnings	0.00	4.00	0.00	4.00	4.00	0.00	0.00
TOTAL INTEREST EARNINGS	\$0.00	\$4.00	\$0.00	\$4.00	\$4.00	\$0.00	\$0.00
SPECIAL ASSESSMENTS		(					
Operations & Maintenance Assmts-Tax Roll	75,000.00	67,548.00	7,452.00	75,000.00	0.00	152,609.00	77609.00
Operations & Maintenance Assmts-Off Roll	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SPECIAL ASSESSMENTS	\$75,000.00	\$67,548.00	\$7,452.00	\$75,000.00	\$0.00	\$152,609.00	\$77,609.00
OTHER MISCELLANEOUS REVENUES							
Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES EXPENDITURES	\$75,000.00	\$67,552.00	\$7,452.00	\$75,004.00	\$4.00	\$152,609.00	\$77,609.00
LEGISLATIVE							
Supervisor Fees	1,600.00	0.00	400.00	400.00	(1,200.00)	1,600.00	0.00
TOTAL LEGISLATIVE	\$1,600.00	\$0.00	\$400.00	\$400.00	(\$1,200.00)	\$1,600.00	\$0.00
FINANCIAL & ADMINISTRATIVE	ψ1,000.00	φυισσ	φ400.00	ψ400.00	(41,=00,00)	ψ1,000.00	φυισσ
District Management	12,000.00	4,000.00	8,000.00	12,000.00	0.00	18,000.00	6000.00
District Engineer	1,000.00	0.00	500.00	500.00	(500.00)	1,000.00	0.00
Disclosure Report	2,500.00	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00
Trustees Fees		0.00			0.00		0.00
Auditing Services	3,500.00 6,300.00	0.00	3,500.00 6,100.00	3,500.00 6,100.00	(200.00)	3,500.00 6,300.00	0.00
Arbitrage Rebate Calculation	650.00	0.00	650.00	650.00	0.00	650.00	0.00
Postage, Phone, Faxes, Copies	50.00	15.00	85.00	100.00	50.00	50.00	0.00
Public Officials Liability Insurance		2,886.00	0.00				(356.00)
Legal Advertising	2,685.00 1,000.00	0.00	1,500.00	2,886.00	201.00 500.00	2,329.00	500.00
Bank Fees	200.00	0.00	1,500.00	1,500.00 100.00	(100.00)	1,500.00 200.00	0.00
Dues, Licenses & Fees			0.00		0.00		0.00
	175.00	175.00		175.00		175.00	
Website Development/Maintenance ADA website compliance	900.00	500.00	400.00 1,500.00	900.00	0.00	900.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	1,500.00	0.00		1,500.00	0.00	1,500.00	
LEGAL COUNSEL	\$32,460.00	\$7,576.00	\$24,835.00	\$32,411.00	(\$49.00)	\$38,604.00	\$6,144.00
District Counsel	7,500.00	6,051.00	0.00	6,051.00	(1,449.00)	7,500.00	0.00
TOTAL LEGAL COUNSEL	\$7,500.00	\$6,051.00	\$0.00	\$6,051.00	(\$1,449.00)	\$7,500.00	\$0.00
ELECTRIC UTILITY SERVICES							
Street Lights	16,525.00	0.00	0.00	0.00	(16,525.00)	0.00	(16525.00)
TOTAL ELECTRIC UTILITY SERVICES	\$16,525.00	\$0.00	\$0.00	\$0.00	(\$16,525.00)	\$0.00	(\$16,525.00)
OTHER PHYSICAL ENVIRONMENT		(0)		(A)	0	0	
General Liability Insurance	2,497.00	2,684.00	0.00	2,684.00	187.00	2,298.00	(199.00)
Interlocal Settlement Agreement	0.00	0.00	20,000.00	0.00	0.00	40,000.00	40000.00
Interlocal Cost Share	0.00	0.00	0.00	0.00	0.00	38,107.00	38107.00
Lake Maintenance - General	0.00	0.00	0.00	0.00	0.00	9,500.00	9500.00
Lake Maintenance - Repairs	0.00	0.00	0.00	0.00	0.00	7,500.00	7500.00
Wetland Maintenance/Repairs	0.00	0.00	0.00	0.00	0.00	7,500.00	7500.00
Landscape Maintenance	10,000.00	0.00	0.00	0.00	(10,000.00)	0.00	(10000.00)
Irrigation Repairs & Maintenance	4,418.00	0.00	0.00	0.00	(4,418.00)	0.00	(4418.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	\$16,915.00	\$2,684.00	\$20,000.00	\$2,684.00	(\$14,231.00)	\$104,905.00	\$87,990.00
TOTAL EXPENDITURES	\$75,000.00	\$16,311.00	\$45,235.00	\$41,546.00	(\$33,454.00)	\$152,609.00	\$77,609.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$51,241.00	(\$37,783.00)	\$33,458.00	\$33,458.00	\$0.00	\$0.00

# **GENERAL FUND 001**

### Financial & Administrative District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

### **District Engineer**

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

### **Disclosure Reporting**

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

### **Trustees Fees**

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

### **Auditing Services**

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

### **Public Officials Insurance**

The District carries Public Officials Liability in the amount of \$1,000,000.

### Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

### **Bank Fees**

The District operates a checking account for expenditures and receipts.

### Dues, Licenses & Fees

The District is required to file with the County and State each year.

### **Miscellaneous Fees**

To provide for unbudgeted administrative expenses.

### **Investment Reporting Fees**

This is to provide an investment report to the District on a quarterly basis.

### **Office Supplies**

Cost of daily supplies required by the District to facilitate operations.

### FISCAL YEAR 2024 PROPOSED ANNUAL OPERATING BUDGET

# **GENERAL FUND 001**

### Legal Counsel

### **District Counsel**

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

### **Electric Utility Services Electric Utility Services**

This item is for street lights, pool, recreation facility and other common element electricity needs.

### Stormwater Control Aquatic Maintenance

This item is for maintenance of stormwater facilities within the District.

### **Other Physical Environment**

### Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

### **Property & Casualty Insurance**

The District carries \$1,000,000 in general liability and also has sovereign immunity.

### Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

### Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

### Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

### Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

### Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

# **DEBT SERVICE FUND**

REVENUES		
CDD Debt Service Assessments	\$	255,190
TOTAL REVENUES	\$	255,190
EXPENDITURES		
Series 2004 May Bond Principal Payment	\$	130,000
Series 2004 May Bond Interest Payment	\$	64,496
Series 2004 November Bond Interest Payment	\$	60,694
TOTAL EXPENDITURES	\$	255,190
EXCESS OF REVENUES OVER EXPENDITURES	\$	-
ANALYSIS OF BONDS OUTSTANDING		
Bonds Outstanding - Period Ending 11/1/2022	* \$	3,025,000
Principal Payment Applied Toward Series 2004 Bonds	\$	130,000
Bonds Outstanding - Period Ending 11/1/2023	\$	2,895,000

\* Includes delinquent Principal

# SCHEDULE OF ANNUAL ASSESSMENTS

		FISCAL YEAR 2023			FISCAL YEAR 2024			
Unit Count - Debt Service	Unit Count - O&M	O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD	O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD <sup>(1)</sup>	Increase / (Decrease) from FY 2022 to FY 2023
899	382	\$208.87	\$303.51	\$512.38	\$425.00	\$303.51	\$728.51	\$216.13

### UNDEVELOPED AGRICULTURAL USE NOT INCLUDED:

		FI	SCAL YEAR 2	024
Parcel ID	Acreage	O&M Per Unit	Debt Service Per Unit <sup>(2)</sup>	TOTAL Annual CDD <sup>(1)</sup>
00381287	203.7	\$0.00	\$0.00	\$0.00
01563007	11.5	\$0.00	\$0.00	\$0.00
00382749	22.8	\$0.00	\$0.00	\$0.00

<sup>(1)</sup> Amounts shown include costs associated with collection on the Hernando County Tax Roll and discounts offered for early payment.

<sup>(2)</sup> Subject to Accelerated Principal.

January 31, 2023, Minutes of the Special Meeting

### MINUTES OF THE SPECIAL MEETING

The Special Meeting of the Board of Supervisors for Southern Hills Plantation II Community Development District was held on **Tuesday**, **January 31**, **2023**, **at 10:30 a.m.** at the Cascades Clubhouse located at 5459 Cotillion Blvd., Brooksville, FL 34601.

### 1. CALL TO ORDER/ROLL CALL

Brian Lamb called the Special Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District to order on Tuesday, January 31, 2023, at 10:35 a.m.

### **Board Members Present and Constituting a Quorum:**

Matt Pallardy	Vice-Chair	
Cheryl Bernal	Supervisor	
Jon Franz	Supervisor	
Wes Jones	Supervisor	(via conference call)

### **Staff Members Present:**

Brain Lamb	District Manager, Inframark
Gene Roberts	District Manager, Inframark
Michelle Reiss	District Counsel, Appleton Reiss

There was approximately (25) audience member in attendance.

### 2. ADMINISTER OATH OF OFFICES

There was no Oath of Office administered currently.

### 3. CONFIRMATION OF BOARD COMPENSATION

The Supervisors declined to accept compensation.

### 4. PUBLIC COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

### 5. BUSINESS ITEMS

# A. Consideration of Resolution 2023-01; Canvassing and Certifying the Results of the Landowners Election

The Board reviewed and discussed the resolution.

MOTION TO:	Approve the Resolution 2023-01.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

### B. Consideration of Resolution 2023-02; Redesignating Officers

The Board reviewed and discussed the resolution to redesignate Matt Pallardy as Chairman and Jon Franz as Vice-Chair.

MOTION TO:	Approve the Resolution 2023-02 as stated.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

### C. Consideration of Interlocal/Settlement Agreement

District Counsel Reiss reviewed in detail the history of the Interlocal agreement, and the settlement offer which would consist of Southern Hill Plantation II (SHPII) paying Southern Hill Plantation I (SHP1) a sum of \$40,000. Southern Hill Plantation II (SHPII) will contribute \$20,000 annually for the next four years and after that contribute 25% annually to maintain the main boulevard. Ms. Reiss and the Board answered several questions from the audience. Brian Lamb stated it has been proposed that each District in Southern Hills Plantation 1,2 and 3 form a committee to oversee the expenditures of maintenance and capital improvements involving the entrance boulevard.

Supervisor Franz asked the audience if they would rather pay the \$40,000 in a lump sum or make payments over the next few years. The majority consensus of the residents in the audience wants to pay it off now. Supervisor Franz also asked Counsel to add to the agreement a cap on the annual maintenance increase.

MOTION TO:	Approve the Interlocal/Settlement substantial form.	Agreement	in
MADE BY:	Supervisor Pallardy		
SECONDED BY:	Supervisor Franz		
DISCUSSION:	None Further		
RESULT:	Called to Vote: Motion PASSED		
	4/0 - Motion Passed Unanimously		

### **D.** General Matters of the District

There were no general matters at this time.

### 6. CONSENT AGENDA

A. Consideration of the Public Hearing & Regular Meeting August 12, 2022
B. Consideration of the Landowner Election November 11, 2022
C. Consideration of Operations and Maintenance Expenditures July 2022 – September 2022
D. Consideration of Operations and Maintenance Expenditures Oct. 2022 – November 2022
E. Review of Financial Statements through November 30, 2022

The Board reviewed the Consent Agenda items.

MOTION TO:	Approve the Consent Agenda A through E.
MADE BY:	Supervisor Pallardy
SECONDED BY:	Supervisor Franz
DISCUSSION:	None Further
<b>RESULT</b> :	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

### 7. VENDOR/STAFF REPORTS

- A. District Counsel
- **B.** District Engineer
- C. District Manager

There were no reports from the vendor or staff currently.

### 8. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

The residents had questions related to the Interlocal agreement.

A resident asked if terminology related to the three committees be added to the final Agreement.

There was no supervisor request currently.

### 9. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Pallardy
SECONDED BY:	Supervisor Franz
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

\*These minutes were done in summary format.

\*An audio recording is available upon request.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_\_.

Signature

Printed Name

Title: □ Chairman □ Vice Chairman Signature

Printed Name

Title:

Secretary
Assistant Secretary

Recorded by Records Administrator

Signature

Date

Official District Seal

### SOUTHERNHILLS PLANTATION II CD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	80873	\$1,129.08		DISTRICT INVOICE JULY 2022
INFRAMARK LLC	81969	\$1,127.24		DISTRICT INVOICE AUG 2022
INFRAMARK LLC	86238	\$1,125.00		DISTRICT INVOICE NOV 2022
INFRAMARK LLC	87578	\$1,137.94	\$4,519.26	DISTRICT INVOICE DEC 2022
Monthly Contract Subtotal		\$4,519.26		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
APPLETON REISS, PLLC	19358	\$395.00	00 PROFESSIONAL SERVICES NOV. 202	
APPLETON REISS, PLLC	19359	\$2,765.00	\$3,160.00	PROFESSIONAL SERVICES THRU - 11/30/22
SOUTHERN HILLS PLANTATION II	11172022-7412	\$3,758.98		SERIES 2004 FY23 TAX DIST ID 22-101
SOUTHERN HILLS PLANTATION II	11302022-6	\$4,482.39		SERIES 2004 FY23 TAX DIST ID 22-102
SOUTHERN HILLS PLANTATION II	12292022-20	\$36,385.25	\$44,626.62	SERIES 2004 FY23 TAX DIST ID 22-103
Regular Services Subtotal		\$47,786.62		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
		¢50.005.00		
TOTAL		\$52,305.88		

### SOUTHERNHILLS PLANTATION II CD

**Summary of Operations and Maintenance Invoices** 

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary

### **ØINFRAMARK**

.....

# INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449	
BILL TO	
Southern Hills Plantation II CDD 2005 Pan Am Cir Ste 700	
npa FL 33607-2380 ted States	

### Services provided for the Month of: July 2022

. . .

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage- June	1	Ea	0.53		0.53
B/W Copies- June	7	Ea	0.15		1.05
Color Copies- June	5	Ea	0.50		2.50
Website Maintenance / Admin	1	Ea	125.00		125.00
District Management	1	Ea	1,000.00		1,000.00
Subtotal					1,129.08

Subtotal	\$1,129.08
Тах	\$0.00
Total Due	\$1,129.08

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196



# INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449	
BILL TO	
Southern Hills Plantation II CDD	
2005 Pan Am Cir Ste 700	
ampa FL 33607-2380 Inited States	

### Services provided for the Month of: August 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Copies - Color Copies- July	1	Ea	0.50		0.50
Copies - B/W Copies- July	4	Ea	0.15		0.60
Postage - Postage- July	2	Ea	0.57		1.14
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00		125.00
District Management Services - District Management	1	Ea	1,000.00		1,000.00
Subtotal					1,127.24

Subtotal	\$1,127.24
Тах	\$0.00
Total Due	\$1,127.24

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196



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# INVOICE

### Services provided for the Month of: November 2022

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DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management Services - District Management	1	Ea	1,000.00		1,000.00
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00		125.00
Subtotal					1,125.00

Subtotal	\$1,125.00
Тах	\$0.00
Total Due	\$1,125.00

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196



# INVOICE

Grand Parkway North 7449	INVOICE# #87578 CUSTOMER ID	DATE 12/21/2022 NET TERMS
ILL TO	C2289	Net 30
	PO#	DUE DATE
		1/20/2023

### Services provided for the Month of: December 2022

DESCRIPTION	QTY	UOM	RATE	MARKUPP	AMOUNT
District Management Services - District Management	1	Ea	1,000.00		1,000.00
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00		125.00
Copies - B/W Copies- September	43	Ea	0.15		6.45
Postage - Postage- September	7	Ea	0.57		3.99
Copies - Color Copies- September	5	Ea	0.50		2.50
Subtotal					1,137.94

Subtotal	\$1,137.94
Тах	\$0.00
Total Due	\$1,137.94

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below: Account Name: INFRAMARK, LLC ACH - Bank Routing Number: 111000614 / Account Number: 912593196 Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

# Appleton Reiss, PLLC 215 N. Howard Ave.

215 N. Howard Ave. Suite 200 Tampa, FL 33606 813-542-8888 Tax ID No. 83-0953659

Southern Hills Plantation II Community Development DistrictNovember 30, 2022Attn: Brian Lamb, CAMInvoice # 19358c/o Meritus Corp.2005 Pan Am Circle, Suite 300Tampa, FL 33607Souther State S				
CLIENT: 000394 - Southern Hills Plantation II Community Development District Re: 00000 General				
Date		Services	Hours	Amount
11/02/22	MTR	Review and exchange correspondence regarding landowner election.	0.20	79.00
11/04/22	MTR	Review correspondence regarding landowner election.	0.10	39.50
11/09/22	MTR	Receive and review correspondence regarding landowner election meeting.	0.20	79.00
11/10/22	MTR	Phone conference regarding issues related to landowner election.	0.50	197.50
Recapitulation				

	Name		Hours	Amount
MTR	Michelle T. Reiss		1.00	395.00
For Current Services Rendered		1.00	\$395.00	
		Total Current Work		\$395.00

# Please return this page with remittance

to Appleton Reiss, PLLC 215 N. Howard Ave. Suite 200 Tampa, FL 33606

Invoice #19358Bill Date:November 30, 2022Client Code:000394Client Name:Southern Hills Plantation II Community Development DistrictMatter Code:00000Matter Name:General

**Total Current Work** 

\$395.00

Amount enclosed:

# Appleton Reiss, PLLC

215 N. Howard Ave. Suite 200 Tampa, FL 33606 813-542-8888 Tax ID No. 83-0953659

Southern Hills Plantation II Community Development District Attn: Brian Lamb, CAM c/o Meritus Corp. 2005 Pan Am Circle, Suite 300 Tampa, FL 33607 CLIENT: 000394 - Southern Hills Plantation II Community Development District

Re: 00002 Southern Hills Plantation I CDD (Public Records Request Dispute)

<b>Date</b> 11/02/22	MTR	Services Correspondence regarding continued meeting.	<b>Hours</b> 0.10	<b>Amount</b> 39.50
11/08/22	MTR	Correspondence with SHP I attorney regarding meeting and settlement.	0.10	39.50
11/15/22	MTR	Revise proposed settlement agreement. Email to attorney for SHP 1. Email to client.	0.70	276.50
11/16/22	MTR	Exchange correspondence with SHPI attorney regarding settlement terms.	0.10	39.50
11/22/22	MTR	Review revisions to settlement agreement. Email to client regarding same.	0.30	118.50
11/28/22	MTR	Phone call with client in preparation for joint meeting. Prepare for meeting.	0.50	197.50
11/29/22	MTR	Travel to and attend joint meeting of the Districts.	4.20	1,659.00
11/29/22	MTR	Revise settlement agreement with comments from joint meeting.	1.00	395.00

### Recapitulation

	Name	Hours	Amount
MTR	Michelle T. Reiss	7.00	2,765.00
For Curre	ent Services Rendered	7.00	\$2,765.00

Client Ref: 000394 - 00002 Invoice # 19359 November 30, 2022 Page 2

**Total Current Work** 

\$2,765.00

# Please return this page with remittance

to Appleton Reiss, PLLC 215 N. Howard Ave. Suite 200 Tampa, FL 33606

Invoice #19359Bill Date:November 30, 2022Client Code:000394Client Name:Southern Hills Plantation II Community Development DistrictMatter Code:00002Matter Name:Southern Hills Plantation I CDD (Public Records Request Dispute)

**Total Current Work** 

\$2,765.00

Amount enclosed:

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	12/2/2022
Invoice#:	11172022-7412
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II c/o US Bank
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-101
Code to:	200.131000.1000
Amount:	\$3,758.98
Requested By:	12/2/2022 Toni Campbell

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	11/28/2022
Check Amount	<u>\$3.758.98</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-101
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM		0		
Fund		<u>001</u>		
G/L		20702		
Object (	Code			
Object ( Chk	#		Date	

	Account Number	P.O. Number	Invoice Number	· · · · · ·	Description Description
LTHER	2082001 3418065 2080190 5304105 5304105 SOUTHERN HILLS PLANTATION CDD II		DIST 22-101 DIST 22-101 DIST 22-101 DIST 22-101	-2,840.00 -233.50 11,675.17 -22.30	DIS 22-101 S HILLS II DIS 22-101 S HILLS II DIS 22-101 S HILLS II RECEIVED NOV 2 8 2022
de de	Hernande County Tax Collecto N Nan Street Room 112 Brooksville, Florida 34601-2893	OTECTED BY A VOID PA	It is Photected BY A Vold PANTOGRAPH, MICROPRINTING IN THE BORDER & A TRUE WATERMARK Collector Truist Bank, Nature Coast DATE Brooksville Office Brooksville, Florida 63-215/631	Nature Coast	A TRUE WATERMARK DATE CHECK NO 11/23/22 11330 AMOUNT \$*****8,579.37*
					DISBURSEMENT ACCOUNT VOID IF NOT CASHED IN 90 DAYS
R 3	THE SUM OF EIGHT THOUSAND, FIVE HUNDRED SEVENTY NINE DOLLARS & 37 CENTS	AND, FIVE HUNDRED	SEVENTY NINE DOLLAF	2	
TO THE ORDER OF	SOUTHERN HILLS PLANTATION CDD II C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA FI 33607	NTATION CDD II ;, SUITE 300	` ~	Sally Herni	Sally L. Daniel, CFC Herhando County Tax Collector

"Ot 1330" ::063102152:0012400501400

### HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

Fax

(352) 754-4180 (352) 754-4189

November 23, 2022

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 120 TAMPA, FL 33607

DIST # 22-101 Current Tax

Gross Collections	606-2080190	\$12,171.87
Less: Discount	606-2080190	(\$496.70)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$233.50)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	(\$22.30)
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	(\$2,840.00)

Net Collections paid to Southern Hills Phase II CDD

\$8,579.37

Sally L. Daniel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

**Dollar Amounts** 

Fiscal Year 2023 Percentages

		TARY THAT THAT T	C Y CI CONTRE PO					
Net O&M Net DS	75,001.04 58,486.38	56.186% 43.814%	0.561900					
Net Total	133,487.42	100.0000%	1.000000					
		56.19%	56.19%	43.81%	43.81%			
Date Received	Amount Received	Raw Numbers Operations Revenue, Occupied Units	Rounded Operations Revenue, Occupied Units	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	ı	22-101	
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			•	•		•		
TOTAL	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98			
Collection Surning /	133,487.42		75,001.04		58,486.38			
(Deficit)	(124,908.05)		(70.180.65)		(54,727.40)			

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	12/6/2022	
Invoice#:	11302022-6	
Vendor#:	V00012	
Vendor Name:	Southern Hills Plantation II	
Pay From:	Truist Acct# 8371	
Description:	Series 2004 - FY 23 Tax Dist. ID 22-102	
Code to:	200.131000.1000	
Amount:	\$4,482.39	Ъ.
Requested By:	Toni Campbell	12/6/2022

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	11/30/2022	×.
Check Amount	<u>\$4,482.39</u>	A. C.
Payable To	Southern Hills Plantation II CDD	
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-102	
Special Instructions	Do not mail. Please give to eric	

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund G/L Object Code	001 20702	
Chk #	8	Date

1 . A

### HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

Fax

(352) 754-4180 (352) 754-4189

November 30, 2022

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

22-102 Current Tax

Gross Collections	606-2080190	\$10,874.21
Less: Discount	606-2080190	(\$434.96)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$208.79)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	PAID
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	PAID
Net Collections paid to Southern Hills Phase II CDD		\$10,230.46

Sally L. Waniel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

Received DEC 0 5 2022

人 注 ...... 27190 SOUTHERN HILLS PLANTATION CDD II 606 ORDER OF TO THE PAY Tax Collector \* Hernando County, Florida \* 20 N. Main Street Room 112 \* Brooksville, Florida 34601-2893 ksville, Florida 34601-2893 ando County Tax Collec Account Number THE SUM OF TEN THOUSAND, TWO HUNDRED THIRTY DOLLARS & 46 CENTS Street Room 112 SOUTHERN HILLS PLANTATION CDD II ZOOS PAN AM CIRCLE, SUITE 300 TAMPA FL 33607 3418065 2080190 THIS DOCUMENT IS PROTECTED BY A VOID PANTOGRAPH. MICROPRINTING IN THE BORDER & A TRUE WATERMARK ì P.O. Number Brooksville Office Brooksville, Floridi 63-215/631 Truist Bank; Nature C DIST 22-102 DIST 22-102 Invoice Number 1 Invoice Amount -208.79 10,439.25 Hernando County Tax Collector Sally L. 1 DIS 22-102 S HILLS II DIS 22-102 S HILLS II Daniel/CFC VOID IF NOT CASHED IN 90 DAYS 11/30/22 DATE DISBURSEMENT ACCOUNT \$\*\*\*\*10,230.46\* 1.1 Description 0.00 150 CHECK NO 41368 . . 85 11.7

1º0413681 "E O H B T O S O O H E T O S S Z Z O T E 9 O S

41368

# **SOUTHERN HILLS PLANTATION II CDD**

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

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	Dollar Amounts	Fiscal Year 2023 Percentages	3 Percentages					
Net O&M	75,001.04	56.186%	0.561900					
Net DS Net Total	58,486.38 133,487.42	43.814% 100.0000%	0.438100 1.000000					
		56.19%	56.19%	43.81%	43.81%			
		Raw Numbers Operations Revenue,	Rounded Operations Revenue,	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
Date Received	Amount Received							
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	•	22-101	
11/30/2022	\$10,230.46	5,748.07	5,748.07	4,482.39	4,482.39		22-102	
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		1	I	1	-	t.		
TOTAL	\$18,809.83	10,568.46	10,568.46	8,241.37	8,241.37			
Net Total on Roll	133,487.42		75,001.04		58,486.38			
Collection Surplus / (Deficit)	(114 677 59)		(64 437 58)		150 275 011			
,			10 arr		(20:0:			

W:\DMS\Client Files\Southern Hills Plantation II CDD 428\Financial Services\Accounting\Debt Service\FY 2023\Southern Hills Plantation FY 2023 DS SCHEDULE

## <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	12/29/2022	
Invoice#:	12292022-20	
Vendor#:	V00012	
Vendor Name:	Southern Hills Plantation II	
Pay From:	Truist Acct# 8371	
Description:	Series 2004 - FY 23 Tax Dist. ID 22-103	
Code to:	200.131000.1000	
Amount:	\$36,385.25	
Requested By:	Toni Campbell	12/29/2022

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	12/22/2022
Check Amount	<u>\$36,385.25</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-103
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund		001		
G/L		<u>20702</u>		
Object C	Code			
Chk	#		Date	

# **SOUTHERN HILLS PLANTATION II CDD**

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

	Dollar Amounts	Fiscal Year 2023 Percentages	3 Percentages					
Net O&M	75,001.04	56.186%	0.561900					
Net Total	58,486.38 133,487.42	43.814% 100.0000%	0.438100 1.000000					
		56 100/	26 100/	43 010/	1010			
		Row Numbers	Roundad					
		Operations Revenue,	Operations Revenue.	Raw Numbers 2004 Debt Service	Rounded 2004 Debt Service	Proof	Distribution Number & Date Transferred	Payments / CDD check #
Date Received	Amount Received	Occupied Units	Occupied Units	Revenue	Revenue			
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	æ	22-101	1477
11/30/2022	\$10,230.46	5,748.07	5,748.07	4,482.39	4,482.39		22-102	1478
12/22/2022	\$83,044.52	46,659.27	46,659.27	36,385.25	36,385.25	a	22-103	
		r	1	1	1			
		•	t	1	1			
		r	I	1		290		
			I	3	1	1		
		-	1	1				
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		1	1	1		96		
				1	1	3		
			1	1	1			
		-	1	1	1	а,		
		r	F					
TOTAL	\$101,854.35	57,227.73	57,227.73	44,626.62	44,626.62			
Collection Surplus (	133,487.42		75,001.04		58,486.38			
(Deficit)	(31,633.07)		(17,773.31)		(13,859.76)			

89

## SOUTHERNHILLS PLANTATION II CD

## Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract		\$0.00		
Monthly Contract Subtotal		\$0.00		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
APPLETON REISS, PLLC	19623	\$481.00		PROFESSIONAL SERVICES THRU - DECEMBER - GENERAL
APPLETON REISS, PLLC	19624	\$750.50	\$1,231.50	PROFESSIONAL SERVICES THRU - DECEMBER -PUBLIC RECORD REQUEST DISPUTE
SOUTHERN HILLS PLANTATION II	01202023-1	\$1,393.08		SERIES 2004 FY23 TAX DIST ID 22-105
SOUTHERN HILLS PLANTATION II	01202023-2	\$5,374.20	\$6,767.28	SERIES 2004 FY23 TAX DIST ID 22-203
Regular Services Subtotal		\$7,998.78		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$7,998.78		

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary

# Appleton Reiss, PLLC

215 N. Howard Ave. Suite 200 Tampa, FL 33606 813-542-8888 Tax ID No. 83-0953659

Attn: Briar c/o Meritu	n Lamb, ( s Corp. Am Circl	ntation II Community Development District CAM le, Suite 300		er 31, 2022 <b>ce # 19623</b>
CLIENT: Re:	000394 00000 (	- Southern Hills Plantation II Community Development General	District	
Date		Services	Hours	Amount
12/08/22	MTR	Review file materials. Prepare update to audit response letter regarding litigation matters. Email to auditor.	0.50	197.50
12/09/22	MTR	Revise and complete audit response letter.	0.30	118.50
12/12/22	NRJ	Prepare audit response letter to McDirmit Davis.	1.00	165.00

### Recapitulation

	Name		Hours	Amount
NRJ	Nicole R. Jaromin		1.00	165.00
MTR	Michelle T. Reiss		0.80	316.00
For Cur	rent Services Rendered		1.80	\$481.00
		Total Current Work		\$481.00

# Please return this page with remittance

to Appleton Reiss, PLLC 215 N. Howard Ave. Suite 200 Tampa, FL 33606

Invoice #19623Bill Date:December 31, 2022Client Code:000394Client Name:Southern Hills Plantation II Community Development DistrictMatter Code:00000Matter Name:General

**Total Current Work** 

\$481.00

Amount enclosed:

# Appleton Reiss, PLLC

215 N. Howard Ave. Suite 200 Tampa, FL 33606 813-542-8888 Tax ID No. 83-0953659

Attn: Briar c/o Meritu	n Lamb, ( s Corp. Am Circ	ntation II Community Development District CAM le, Suite 300		er 31, 2022 <b>ce # 19624</b>
CLIENT: Re:		- Southern Hills Plantation II Community Development Southern Hills Plantation I CDD (Public Records Reque		
Date		Services	Hours	Amount
12/19/22	MTR	Respond to correspondence from CDD I attorney regarding mediation.	0.10	39.50
12/20/22	MTR	Review proposed revisions to Interlocal agreement. Revise agreement. Email to client regarding proposed revisions.	1.50	592.50
12/21/22	MTR	Exchange correspondence with attorney for District I and III regarding revisions to settlement agreement.	0.20	79.00
12/21/22	MTR	Correspondence regarding scheduling mediation.	0.10	39.50
		Recapitulation		
				<b>_</b>

	Name		Hours	Amount
MTR	Michelle T. Reiss		1.90	750.50
For Cur	rent Services Rendered		1.90	\$750.50
		Total Current Work		\$750.50

# Please return this page with remittance

to Appleton Reiss, PLLC 215 N. Howard Ave. Suite 200 Tampa, FL 33606

Invoice #19624Bill Date:December 31, 2022Client Code:000394Client Name:Southern Hills Plantation II Community Development DistrictMatter Code:00002Matter Name:Southern Hills Plantation I CDD (Public Records Request Dispute)

**Total Current Work** 

\$750.50

Amount enclosed:

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	1/26/2023
Invoice#:	01202023-1
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-105
Code to:	200.131000.1000
Amount:	\$1,393.08
Requested By:	1/26/2023 Toni Campbell

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	1/20/2023
Check Amount	<u>\$1,393.08</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-105
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund G/L	<u>001</u> <u>20702</u>	,	
Object Coo	le		
Chk	#	Date	

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

75,001.04		D					
	56.186% 43.814%	0.561900 0.438100					
	100.000%	1.00000					
S6	56.19%	56.19%	43.81%	43.81%			
aw N Dper Reve cupi	Raw Numbers Operations Revenue, Occupied Units	Rounded Operations Revenue, Occupied Units	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
	851.95	851.95	664.35	664.35			
	4,820.39	4,820.39	3,758.98	3,758.98		22-101	1477
	5,748.07	5,748.07	4,482.39	4,482.39		22-102	1478
4	46,659.27	46,659.27	36,385.25	36,385.25	T	22-103	1480
1	1,786.43	1,786.43	1,393.08	1,393.08	·	22-105	
6,	6,891.71	6,891.71	5,374.20	5,374.20	1	22-203	
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		1	-	•	r		
		1	E		-		
65.	65,905.87	65,905.87	51,393.90	51,393.90			
		75,001.04		58,486.38			
		(9,095.17)		(7,092.48)			

W:\DMS\Client Files\Southern Hills Plantation II CDD 428\Financial Services\Accounting\Debt Service\FY 2023\Southern Hills Plantation FY 2023 DS SCHEDULE

	ccount Number	P.O. Number	Invoice Number	Invoice Amount	Descrij	otion
609 🧋	· 2080005		DIST 22-203	12,265.91	JAN 25	hav
27190 SOUTH		ROTECTED BY A VOID PAN	NTOGRAPH. MICROPRINTII			
	County Toy Coll	ector	Truist Bank, Na	ure Goast	DATE	
	o County Tax Col					CHECK NO.
20 N. Main	Street Room 112		Brooksville Office		01/20/23	42180
20 N. Main	1		Brooksville Office Brooksville, Florida		01/20/23 AMO	42180
20 N. Main	Street Room 112		Brooksville Office		AMO	42180 UNT
20 N. Main	Street Room 112		Brooksville Office Brooksville, Florida		AMO	42180 UNT *12,265.91 NT ACCOUNT
20 A. Main Brooksville,	Street Room 112	USAND, TWO HUNDRE	Brooksville Office Brooksville, Florida 63-215/631		AMO \$*** DISBURSEME	42180 UNT *12,265.91 NT ACCOUNT

# #042180# #063102152#0134002019403#

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### HERNANDO COUNTY TAX COLLECTOR Sally L. Daniel, CFC 20 N. Main St., Room 112

20 N. Main St., Room 112 Brooksville, FL 34601-2892

Fax



(352) 754-4180 (352) 754-4189 JAN **2** 5 2023

January 20, 2023

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

County Certificates-Delinquent Taxes	Dist # 22-203	
Gross Collections	609-2080005	\$9,222.84
Add: Interest	609-2080005	\$2,766.30
Add: Penalty	609-2080005	\$276.77

Net Collections paid to Southern Hills Phase II CDD

\$12,265.91

Sally L. Daniel

Sally L Daniel, C.F.C. Hernando County Tax Collector

All Hallmone.

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	Ac	count Number	P.O Number	Invoice Number	Invoice Amount	Descrij	otion
THIS DOCUMENT IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINTING IN THE BORDER & A TRUE WATERMARK         Hernando County Tax Collector         20 N. Main Street Room 112       Brooksville Office         Brooksville, Florida 34601-2893       DATE         PAY       THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS & 51 CENTS         TO THE ORDER oF       SOUTHERN HILLS PLANTATION CDD II         ORDER OF       SOUTHERN HILLS PLANTATION CDD II         C/O ALEX WOLFE       Southers wolfe         2005 PAN AM CIRCLE, SUITE 300       Sally L. Dapiel, CFC	003 606 ¢					DIST 22-105 S HILL II	
THIS DOCUMENT IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINTING IN THE BORDER & A TRUE WATERMARK         Hernando County Tax Collector         20 N. Main Street Room 112       Brooksville Office         Brooksville, Florida 34601-2893       Date Check NO.         01/20/23       42179         Brooksville, Florida 34601-2893       Garte Check NO.         01/20/23       42179         Brooksville, Florida 34601-2893       Garte Check NO.         01/20/23       42179         AMOUNT       Sign colspan="2">Sign colspan="2">Sign colspan="2">Disbursement Account         PAY       THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS & 51 CENTS         TO THE ORDER OF COLSPAN AM CIRCLE, SUITE 300         Sally L. Dapiel, CFC							
20 N. Main Street Room 112 Brooksville, Florida 34601-2893 Brooksville, Florida 63-215/631 COLLARS & 51 CENTS TO THE ORDER OF SOUTHERN HILLS PLANTATION CDD II C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 Brooksville Office Brooksville Office Brooksville, Florida 63-215/631 O1/20/23 42179 AMOUNT (3-215/631 AMOUNT (3-	190 SOUTH			ITOGRAPH, MICROPRINTIN	IG IN THE BORDER & A	TRUE WATERMARK	
20 N. Main Street Room 112 Brooksville, Florida 34601-2893 Brooksville, Florida 34601-2893 Brooksville, Florida 34601-2893 Brooksville, Florida 34601-2893 Brooksville, Florida 34601-2893 63-215/631 PAY THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS & 51 CENTS TO THE ORDER OF SOUTHERN HILLS PLANTATION CDD II C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 Brooksville, Florida 63-215/631 CHORAND COMPANY BROOKSVILLE, SUITE 300 Brooksville, Florida G3-215/631 CHORAND CIRCLE, SUITE 300 Brooksville, Florida G3-215/631 CHORAND CIRCLE, SUITE 300 Brooksville, Florida G3-215/631 CHORAND CIRCLE, SUITE 300 COMPANY CO	Hernand	o County Tax Coll	ector 2	Truist Bank, Na	ure Coast	DATE	CHECK NO.
63-215/631 FAY THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS & 51 CENTS TO THE CORDER OF C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 Sally L. Daniel, CFC	ON. Main	Street Room 112				01/20/23	42179
PAY       THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS &         51 CENTS       DISBURSEMENT ACCOUNT VOID IF NOT CASHED IN 90 DAYS         FO THE ORDER OF       SOUTHERN HILLS PLANTATION CDD II         C/O ALEX WOLFE       2005 PAN AM CIRCLE, SUITE 300    Sally L. Daniel, CFC	Brooksville,	Florida 34601-2893				AMC	UNT
PAY THE SUM OF THREE THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS & 51 CENTS TO THE DRDER OF SOUTHERN HILLS PLANTATION CDD II C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 VOID IF NOT CASHED IN 90 DAYS Sally L. Daniel, CFC			1	00-210/001		\$***	***3,179.51
51 CENTS TO THE ORDER OF C/O ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 51 CENTS Sally L. Daniel, CFC							
2005 PAN AM CIRCLE, SUITE 300 Sally L. Daniel, CFC							
	5 TO THE	1 CENTS SOUTHERN HILLS PLA		SEVENTY NINE DOLLAR	rs &	Selly Z.	Dam

# #042179# #063102152#0134002019403#

# HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

Fax



JAN 2 5 2023

(352) 754-4180

(352) 754-4189

January 20, 2023

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

Dist. 22-105 Current Tax

Gross Collections	606-2080190	\$3,344.71
Less: Discount	606-2080190	(\$100.31)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$64.89)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	PAID
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	PAID
Net Collections paid to Southern Hills Phase II CDD		\$3,179.51

Sally L. Waniel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	1/26/2023
Invoice#:	01202023-2
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-203
Code to:	200.131000.1000
Amount:	\$5,374.20
Requested By:	1/26/2023 Toni Campbell

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## SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	1/21/2023
Check Amount	<u>\$5,374.20</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-203
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund G/L	<u>001</u> 20702		
Object Code			
Chk #	1	Date	

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

Fiscal Year 2023 Percentages

**Dollar Amounts** 

		, Distribution Numbër & Payments / CDD check #			22-101 1477														
		Proof	'	'	'	•	1	'		8		•		•	1	•	•		-
	43.81%	Rounded 2004 Debt Service Revenue	664.35	3,758.98	4,482.39	36,385.25	1,393.08	5,374.20		ł	1	8		<b>B</b> .	1			51.393.90	
	43.81%	Raw: Numbers 2004 Debt Service R :venue	664.35	3,758.98	4,482.39	36,385.25	1,393.08	5,374.20		•	-		•	3	1	-		51,393.90	
S6%         0.561900           14%         0.438100           00%         1.000000	56.19%	Rounded Operations Revenue, Occupied Units	851.95	4,820.39	5,748.07	46,659.27	1,786.43	6,891.71	'				1	1	8	1		65,905.87	
56.186% 54.3814% 100.000%	56.19%	Raw Numbers Operations Revenue, Occupied Units	851.95	4,820.39	5,748.07	46,659.27	1,786.43	6,891.71			T		-	-	I	,		65,905.87	
75,001.04 58,486.38 133,487.42		Amount Received	\$1,516.30	\$8,579.37	\$10,230.46	\$83,044.52	\$3,179.51	\$12,265.91										\$117,299.77	
Net O&M Net DS Net Total		Date Received	10/19/2022	11/28/2022	11/30/2022	12/22/2022	1/20/2023	1/21/2023										TOTAL	

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<b>*</b>	Account Number	P.O. Number	Invoice Number	Invoice Amount	Description
609 <table-cell></table-cell>	. 2080005 (		DIST 22-203	12,265.91	JAN 2 5 2023
					ï
		TECTED BY A VOID PAN	NTOGRAPH. MICROPRINTIN		A TRUE WATERMARK
20 N. Mai	do County Tax Colle Street Room 112	ctor	Truist Bank, Na Brooksville Office Brooksville, Florida		01/20/23 42180
Brooksvill	e, Florida 34601-2893		63-215/631		AMOUNT
					\$****12,265.91* DISBURSEMENT ACCOUNT VOID IF NOT CASHED IN 90 DAYS
PAY	THE SUM OF TWELVÉ THOU 91 CENTS	SAND, TWO HUNDRI	ED SIXTY FIVE DOLLARS	58	Sur. V. Dut.
TO THE ORDER OF	SOUTHERN HILLS PLAI C/O ALEX WOLFE 2005 PAN AM CIRCLE, TAMPA FL 33607				L. Daniel, CFC ando County Tax Collector

# #042180# #063102152#0134002019403#

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### HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

e. r

Fax



(352) 754-4180 (352) 754-4189 JAN **2** 5 2023

January 20, 2023

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

County Certificates-Delinquent Taxes	Dist # 22-203	
Gross Collections	609-2080005	\$9,222.84
Add: Interest	609-2080005	\$2,766.30
Add: Penalty	609-2080005	\$276.77

Net Collections paid to Southern Hills Phase II CDD

\$12,265.91

Sally L. Daniel

Sally L Daniel, C.F.C. Hernando County Tax Collector

42179

	count Number	P.O Number	Invoice Number	Invoice Amount	Description
003 606	3418065 2080190		DIST 22-105 DIST 22-105	-64.89 3,244.40	DIST 22-105 S HILL II DIST 22-105 S HILL II Received
			s		JAN 2 5 2023
	×				
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	(				
190 SOUTH	ERN HILLS PLANTATION COD	81			
190 SOUTH	THIS DOCUMENT IS PR		TOGRAPH MICROPRINTIN	IG IN THE BORDER & A	TRUE WATERMARK
	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truiet Bank Na		
Hernand		OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office		TRUE WATERMARK  DATE CHECK NO. 01/20/23 42179
Hernand 20 N. Main	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida		DATE CHECK NO.
Hernand 20 N. Main	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office		DATE CHECKING. 01/20/23 42179
Hernand 20 N. Main	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida		DATE CHECK NO. 01/20/23 42179 AMOUNT
PAY 7	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida 63-215/631	ure coast	DATE CHECK NO. 01/20/23 42179 AMOUNT \$*****3,179.5 DISBURSEMENT ACCOUNT
PAY 7	THIS DOCUMENT IS PR D County Tax Col Street Room 112 Florida 34601-2893	OTECTED BY A VOID PAN lector	Truist Bank, Na Brooksville Office Brooksville, Florida 63-215/631	rs &	DATE CHECK NO. 01/20/23 42179 AMOUNT \$*****3,179.5 DISBURSEMENT ACCOUNT

#042179# #063102152#0134002019403#

HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

Received

(352) 754-4180

(352) 754-4189

JAN 2 5 2023

January 20, 2023

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

Dist. 22-105 Current Tax

Gross Collections	606-2080190	\$3,344.71
Less: Discount	606-2080190	(\$100.31)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$64.89)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	PAID
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	PAID

Fax

Net Collections paid to Southern Hills Phase II CDD

\$3,179.51

Sally L. Daniel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

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## SOUTHERNHILLS PLANTATION II CD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract		\$0.00		
Monthly Contract Subtotal		\$0.00		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
SOUTHERN HILLS PLANTATION II	01282023-1	\$87.89		SERIES 2004 FY23 TAX DIST ID 22-106
SOUTHERN HILLS PLANTATION II	12282022-1	\$237.63	\$325.52	SERIES 2004 FY23 TAX DIST ID 22-104
Regular Services Subtotal		\$325.52		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$325.52		

Approved (with any necessary revisions noted):

Signature:

### SOUTHERNHILLS PLANTATION II CD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Title (Check one):

[] Chariman [] Vice Chariman [] Assistant Secretary

## <u>CHECK REQUEST FORM</u> <u>Southern Hills Plantation II</u>

Date:	2/20/2023
Invoice#:	01282023-1
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-106
Code to:	200.103200.1000
Amount:	\$87.89
Requested By:	2/20/2023 Teresa Farlow

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	1/28/2023
Check Amount	<u>\$87.89</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-106
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM			
Fund	001		
G/L	<u>20702</u>		
Object Co	de		
Chk	#	Date	

5 . 6

### HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC	
20 N. Main St., Room 112	
Brooksville, FL 34601-2892	Fax

(352) 754-4180 (352) 754-4189

December 28, 2022

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

22-104 Current Tax

Gross Collections	606-2080190	\$570.56
Less: Discount	606-2080190	(\$17.13)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$11.07)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	PAID
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	PAID
		¢540.00

.

Net Collections paid to Southern Hills Phase II CDD

\$542.36

ally L. Wariel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

Received JAN 01 2023

Account Number	P.O Number	Invoice Number	Invoice Amount	Description	F .
003 3418065 606 2080190	:	-DIST 22-104 DIST 22-104	-11.07 553.43	DIST 22-104 S HILL II DIST 22-104 S HILL II	
		~			
Received					
- JAN 01 2023			ξ		
190 SOUTHERN HILLS PLANTATION CDE					
THIS DOCUMENT IS I	PROTECTED BY A VOID P	ANTOGRAPH, MICROPRIN	FING IN THE BORDER &	A TRUE WATERMARK	-123
Hernando County Tax Co	llector	Truist Bank, Na	ture Coast	DATE	CHECK NO.
20 N. Main Street Room 112		Brooksville Office		12/28/22	41921
Brooksville, Florida 34601-2893	andi adar atat saa	Brooksville, Florida 63-215/631		AMOUN	т
		00-210/001		\$****	**542.36*
				DISBURSEMENT A VOID IF NOT CASHED	ACCOUNT IN SO DAYS
PAY THE SUM OF FIVE HUNDRE	D FORTY TWO DOLLA	ARS & 36 CENTS	The states		
PAY THE SUM OF FIVE HUNDRE		ARS & 36 CENTS	(	'entro!	2

2005 PAN AM CIRCLE, SUIT TAMPA FL 33607

Hernando County Tax Collector

# "041921" #063102152#0134002019403#

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	2/20/2023
Invoice#:	12282022-1
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-104
Code to:	200.103200.1000
Amount:	\$237.63
Requested By:	2/20/2023 Teresa Farlow

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	12/28/2022
Check Amount	<u>\$237.63</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-104
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM			
Fund	001		
G/L	<u>20702</u>		
Object Co	de		
Chk	#	Date	

a .- b

### HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC 20 N. Main St., Room 112 Brooksville, FL 34601-2892

Fax

Received (352) 754-4180

FEB 1 2023

(352) 754-4189

January 30, 2023

V#27190 SOUTHERN HILLS PHASE II CDD ATTN: ALEX WOLFE 2005 PAN AM CIRCLE, SUITE 300 TAMPA, FL 33607

Dist. 22-106 Current Tax

Gross Collections	606-2080190	\$208.87
Less: Discount	606-2080190	(\$4.18)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$4.09)
Less: Postage for 2022 tax Notices per FS 197.322	8400-5304105	PAID
Less: Commissions to Property Appraiser (2022 Total taxes levied \$142,007.89 x 2%=\$2,840.00)	003-2082001	PAID
		¢000 00

Net Collections paid to Southern Hills Phase II CDD

\$200.60

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Sally L. Waniel

Sally L. Daniel, C.F.C. Hernando County Tax Collector

42246

	ccount Number	P.O. Number	Invoice Number	Invoice Amount	Description
003 606	3418065 2080190		DIST 22-106 DIST 22-106	-4.09 204.69	DIST 22-106 S HILL II DIST 22-106 S HILL II Received
	1				FEB 1 2023
				i f	
		d.			
			1		
7190 SOUT	HERN HILLS PLANTATION CDD		N		
7190 SOUT		OTECTED BY A VOID PAN	ITOGRAPH, MICROPRINTI		
	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na		DATE CHECK.NO.
Hernand	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office		DATE CHECK.NO: 01/28/23 42246
Hernand o M Main	THIS DOCUMENT IS PR	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida		DATE CHECK.NO.
Hernand o M Main	THIS DOCUMENT IS PR COUNTY TAX COLOR Street Room 112	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office		DATE CHECK.NO: 01/28/23 42246
Hernand o M Main	THIS DOCUMENT IS PR COUNTY TAX COLOR Street Room 112	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida		DATE CHECK.NO. 01/28/23 42246 AMOUNT
<b>Hernand</b> 20 Ar Main Brooksville,	THIS DOCUMENT IS PR COUNTY TAX COLOR Street Room 112	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida 63-215/631		DATE CHECK.NO. 01/28/23 42246 AMOUNT \$*******200.60* DISBURSEMENT ACCOUNT
<b>Hernand</b> 20 A. Main Brooksville,	THIS DOCUMENT IS PR COUNTY TAX COLL Street Room 112 Florida 34601-2893	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida 63-215/631		DATE CHECK.NO. 01/28/23 42246 AMOUNT \$*******200.60* DISBURSEMENT ACCOUNT
<b>Hernand</b> 20 A. Main Brooksville,	THIS DOCUMENT IS PR COUNTY TAX COLL Street Room 112 Florida 34601-2893	OTECTED BY A VOID PAN	Truist Bank, Na Brooksville Office Brooksville, Florida 63-215/631		DATE CHECK.NO. 01/28/23 42246 AMOUNT \$*******200.60* DISBURSEMENT ACCOUNT

### SOUTHERNHILLS PLANTATION II CD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract		\$0.00		
Monthly Contract Subtotal		\$0.00		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
SOUTHERN HILLS PLANTATION II	02282023-1	\$215.61		SERIES 2004 FY23 TAX DIST ID 22-107
Regular Services Subtotal		\$215.61		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$215.61		

Approved (with any necessary revisions noted):

Signature:

### SOUTHERNHILLS PLANTATION II CD

### **Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

[] Chariman [] Vice Chariman [] Assistant Secretary

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	3/6/2023
Invoice#:	02282023 - 1
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-107
Code to:	200.103200.1000
Amount:	\$215.61
Requested By:	3/6/2023 Teresa Farlow

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	2/28/2023
Check Amount	<u>\$215.61</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-107
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM			
Fund	001		
G/L	<u>20702</u>		
Object Coo	le		
Chk	#	Date	

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

0.561900

56.186%

Dollar Amounts 75,001.04

Net O&M

Fiscal Year 2023 Percentages

Net DS Net Total	58,486.38 133,487.42	43.814% 100.0000%	0.438100 1.000000					
		56.19%	56.19%	43.81%	43.81%			
Date Received	Amount Received	Raw Numbers Operations Revenue, Occupied Units	Rounded Operations Revenue, Occupied Units	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
10/19/2022	\$1,516.30	851.95	851.95	664.35	664.35			
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	,	22-101	1477
11/30/2022	\$10,230.46	5,748.07	5,748.07	4,482.39	4,482.39		22-102	1478
12/22/2022	\$83,044.52	46,659.27	46,659.27	36,385.25	36,385.25		22-103	1480
1/20/2023	\$3,179.51	1,786.43	1,786.43	1,393.08	1,393.08		22-105	1485
1/21/2023	\$12,265.91	6,891.71	6,891.71	5,374.20	5,374.20		22-203	1485
12/28/2022	\$542.36	304.73	304.73	237.63	237.63	1	22-104	1487
1/28/2023	\$200.60	112.71	112.71	87.89	87.89	r	22-106	1487
2/28/2023	\$492.09	276.48	276.48	215.61	215.61		22-107	
				1		1		
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		I	,	1	r	•		
			I	3	,	a		
		-	I	1		I		
			1	1	•	r		
TOTAL	\$118,534.82	66,599.80	66,599.79	51,935.02	51,935.03			
Net Total on Roll	133,487.42		75,001.04		58,486.38			
Collection Surplus / (Deficit)	(14,952.60)		(8,401.25)		(6,551.35)			

W:\DMS\Client Files\Southern Hills Plantation II CDD 428\Financial Services\Accounting\Debt Service\FY 2023\Southern Hills Plantation FY 2023 DS SCHEDULE

### SOUTHERNHILLS PLANTATION II CD

**Summary of Operations and Maintenance Invoices** 

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract		\$0.00		
Monthly Contract Subtotal		\$0.00		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
APPLETON REISS, PLLC	20965	\$1,777.50		PUBLIC RECORDS REQUEST DISPUTE
DISCLOSURE SERVICES, LLC.	7	\$5,000.00		DISSEMINATION AGENT SERVICES FY 2023 SERIES 4
SOUTHERN HILLS PLANTATION II	03302023-1	\$217.80		SERIES 2004 FY23 TAX DIST ID 22-108
SOUTHERN HILLS PLANTATION II	04172023-1	\$6,057.60	\$6,275.40	SERIES 2004 FY23 TAX DIST ID 22-207
Regular Services Subtotal		\$13,052.90		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$13,052.90		

Approved (with any necessary revisions noted):

Signature:

Title (Check one):

### SOUTHERNHILLS PLANTATION II CD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

[] Chariman [] Vice Chariman [] Assistant Secretary

# Appleton Reiss, PLLC

215 N. Howard Ave. Suite 200 Tampa, FL 33606 813-542-8888 Tax ID No. 83-0953659

Southern Hills Plantation II Community Development DistrictMarch 31, 20Attn: Brian Lamb, CAMInvoice # 209c/o Meritus Corp.2005 Pan Am Circle, Suite 300Tampa, FL 33607					
CLIENT: Re:		- Southern Hills Plantation II Community Development Southern Hills Plantation I CDD (Public Records Reques			
<b>Date</b> 03/01/23	MTR	Services Review correspondence from SHPI attorney regarding additional documentation requested.	<b>Hours</b> 0.10	<b>Amount</b> 39.50	
03/10/23	MTR	Review and analyze spreadsheet of annual expenses and compare to contracts attached to proposed interlocal. Email to client. Email to SHPI attorney.	0.50	197.50	
03/15/23	MTR	Analyze costs and expenses for 2022-2023 based on contracts and information provided by District 1. Email correspondence with client regarding estimated cost for 22-23 and procedures for determining annual cost going forward.		355.50	
03/15/23	MTR	Exchange correspondence regarding exhibits to agreement. Compile exhibits. Email to client regarding final agreement for execution. Email to SHP I attorney.	0.50	197.50	
03/20/23	MTR	Review and respond to client regarding exhibits and procedures for executing interlocal agreement.	0.20	79.00	
03/21/23	MTR	Correspondence with SHP1 counsel regarding exhibits to interlocal agreement.	0.10	39.50	
03/21/23	MTR	Phone call with attorney regarding details of Interlocal agreement and budget. Email to attorney for District I. Email to client.	1.20	474.00	
03/22/23	MTR	Review file materials for documents requested by CDDI attorney. Email to CDDI attorney. Email to manager.	0.30	118.50	
03/31/23	MTR	Receive and review correspondence from SHP I	0.70	276.50	

Client Ref: Invoice # 2	000394 - 00002 20965	Mar	ch 31, 2023 <b>Page 2</b>
Date	<b>Services</b> counsel. Phone call with counsel regarding estimated costs. Email correspondence with client regarding estimated costs and boundary information.	Hours	Amount
	Recapitulation		
	Name	Hours	Amount

	Name		nouis	Amount
MTR	Michelle T. Reiss		4.50	1,777.50
For Cur	rent Services Rendered		4.50	\$1,777.50
		Total Current Work	_	\$1,777.50

# Please return this page with remittance

to Appleton Reiss, PLLC 215 N. Howard Ave. Suite 200 Tampa, FL 33606

Invoice #20965Bill Date:March 31, 2023Client Code:000394Client Name:Southern Hills Plantation II Community Development DistrictMatter Code:00002Matter Name:Southern Hills Plantation I CDD (Public Records Request Dispute)

**Total Current Work** 

\$1,777.50

Amount enclosed:

Disclosure Services LLC

1005 Bradford Way Kingston, TN 37763

865-717-0976

# Invoice

Date	Invoice #
4/10/2023	7

Bill To			
Southern Hills Pl C/O Meritus	antation II Cl	DD	

		Terms Du	le Date
		Net 30 5/2	10/2023
	Description	Amount	
ssemination Agent Services 2023 Series 2004			5,000.0
		Total	\$5,000.
		Payments/Credits Balance Due	\$0.0 \$5,000.0

tcarter@disclosureservices.info

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	4/5/2023
Invoice#:	03302023-1
Vendor#:	V00012
Vendor Name:	Southern Hills Plantation II
Pay From:	Truist Acct# 8371
Description:	Series 2004 - FY 23 Tax Dist. ID 22-108
Code to:	200.103200.1000
Amount:	\$217.80
Requested By:	4/5/2023 Teresa Farlow

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	3/30/2023
Check Amount	<u>\$217.80</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-108
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund G/L Object Code	<u>001</u> 20702	
Chk #		Date

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

Fiscal Year 2023 Percentages

**Dollar Amounts** 

Net O&M	75,001.04	56.186%	0.561900					
Net DS	58,486.38	43.814%	0.438100					
Net Total	133,487.42	100.000%	1.00000					
		56.19%	56.19%	43.81%	43.81%			
Date Received	Amount Received	Raw Numbers Operations Revenue, Occupied Units	Rounded Operations Revenue, Occupied Units	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
10/19/2022	\$1,516.30	851.95	851.95	664.35	664.35	•		
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	1	22-101	1477
11/30/2022	\$10,230.46	5,748.07	5,748.07	4,482.39	4,482.39	L	22-102	1478
12/22/2022	\$83,044.52	46,659.27	46,659.27	36,385.25	36,385.25		22-103	1480
1/20/2023	\$3,179.51	1,786.43	1,786.43	1,393.08	1,393.08	ı	22-105	1485
1/21/2023	\$12,265.91	6,891.71	6,891.71	5,374.20	5,374.20	r	22-203	1485
12/28/2022	\$542.36	304.73	304.73	237.63	237.63	·	22-104	1487
1/28/2023	\$200.60	112.71	112.71	87.89	87.89	•	22-106	1487
2/28/2023	\$492.09	276.48	276.48	215.61	215.61	•	22-107	1488
2/23/2023	\$742.96	417.44	417.44	325.52	325.52	-		
3/30/2023	\$497.11	279.31	279.31	217.80	217.80	ı	22-108	
		8	1	ſ		1		
		I	I	1				
		•			•	ı		
			1	1	•	1		
FOTAL	\$119,774.89	67,296.54	67,296.54	52,478.35	52,478.35			
Net Total on Roll	133,487.42		75,001.04		58,486.38			
Collection Surplus / (Deficit)	(13,712.53)		(2,704.50)		(6,008.03)			
1:			(		(00:0000)			

# <u>CHECK REQUEST FORM</u> Southern Hills Plantation II

Date:	4/24/2023	
Invoice#:	04172023-1	
Vendor#:	V00012	
Vendor Name:	Southern Hills Plantation II	
Pay From:	Truist Acct# 8371	
Description:	Series 2004 - FY 23 Tax Dist. I	D 22-207
Code to:	200.103200.1000	
Amount:	\$6,057.60	
Requested By:	Teresa Farlow	4/24/2023

\* 4

# SOUTHERN HILLS PLANTATION II CDD DISTRICT CHECK REQUEST

Today's Date	4/17/2023
Check Amount	<u>\$6,057.60</u>
Payable To	Southern Hills Plantation II CDD
Check Description	Series 2004 - FY 23 Tax Dist. ID 22-207
Special Instructions	Do not mail. Please give to eric

(Please attach all supporting documentation: invoices, receipts, etc.)

eric

Authorization

DM Fund		001	_	
G/L		<u>20702</u>		
Object (	Code			
Chk	#		Date	

# SOUTHERN HILLS PLANTATION II CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE FISCAL YEAR 2023 / TAX YEAR 2022

0.561900

Fiscal Year 2023 Percentages

56.186%

75,001.04 **Dollar Amounts** 

Net DS Net Total	58,486.38 133,487.42	43.814% 100.0000%	1.00000					
		56.19%	56.19%	43.81%	43.81%			
Date Received	Amount Received	Raw Numbers Operations Revenue, Occupied Units	Rounded Operations Revenue, Occupied Units	Raw Numbers 2004 Debt Service Revenue	Rounded 2004 Debt Service Revenue	Proof	Distribution Number & Date Transferred	Payments / CDD check #
10/19/2022	\$1,516.30	851.95	851.95	664.35	664.35	•		
11/28/2022	\$8,579.37	4,820.39	4,820.39	3,758.98	3,758.98	1	22-101	1477
11/30/2022	\$10,230.46	5,748.07	5,748.07	4,482.39	4,482.39	1	22-102	1478
12/22/2022	\$83,044.52	46,659.27	46,659.27	36,385.25	36,385.25	1	22-103	1480
1/20/2023	\$3,179.51	1,786.43	1,786.43	1,393.08	1,393.08	ı	22-105	1485
1/21/2023	\$12,265.91	6,891.71	6,891.71	5,374.20	5,374.20	ı	22-203	1485
12/28/2022	\$542.36	304.73	304.73	237.63	237.63	•	22-104	1487
1/28/2023	\$200.60	112.71	112.71	87.89	87.89	\$	22-106	1487
2/28/2023	\$492.09	276.48	276.48	215.61	215.61	•	22-107	1488
2/23/2023	\$742.96	417.44	417.44	325.52	325.52	-		
3/30/2023	\$497.11	279.31	279.31	217.80	217.80	-	22-108	
4/17/2023	\$13,825.66	7,768.06	7,768.06	6,057.60	6,057.60	-	22-207	
			I	I	2			
					•			
		1	1	1	1	-		
TOTAL	\$133,600.55	75,064.60	75,064.60	58,535.95	58,535.95			
Net Total on Roll	133,487.42		75,001.04		58,486.38			
Collection Surplus / (Deficit)	113.13		63.56		49.57			

Net O&M

W:\DMS\Client Files\Southern Hills Plantation It CDD 428\Financial Services\Accounting\Debt Service\FY 2023\Southern Hills Plantation FY 2023 DS SCHEDULE

# Southern Hill Plantation Community Development District

Financial Statements (Unaudited)

Period Ending April 30, 2023

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

### Balance Sheet

### As of April 30, 2023

### (In Whole Numbers)

ACCOUNT DESCRIPTION	G	GENERAL FUND	DEB	RIES 2004 T SERVICE FUND	F	CAPITAL PROJECTS FUND	GENERAL ED ASSETS FUND	L	GENERAL ONG-TERM DEBT FUND	 TOTAL
ASSETS										
Cash - Operating Account	\$	109,841	\$	-	\$	-	\$ -	\$	-	\$ 109,841
Assessments Receivable - Tax Collector		40,969		98,082		-	-		-	139,051
Assessments Receivable - District Collected		458,633		513,469		-	-		-	972,102
Allowance Uncollected Assessments		(499,602)		(611,551)		-	-		-	(1,111,153)
Due From Other Funds		-		99,246		-	-		-	99,246
Investments:										
SBA Account		153		-		-	-		-	153
Construction Fund		-		-		2,367	-		-	2,367
Prepayment Account		-		5,336		-	-		-	5,336
Revenue Fund		-		427,510		-	-		-	427,510
Deposits		1,830		-		-	-		-	1,830
Fixed Assets										
Improvements Other Than Buildings (IOTB)		-		-		-	3,386,703		-	3,386,703
Amount Avail In Debt Services		-		-		-	-		361,596	361,596
Amount To Be Provided		-		-		-	-		2,618,404	2,618,404
TOTAL ASSETS	\$	111,824	\$	532,092	\$	2,367	\$ 3,386,703	\$	2,980,000	\$ 7,012,986
LIABILITIES Accounts Payable Accounts Payable - Other Due To Other Districts Mature Bonds Payable Bonds Payable Mature Interest Payable	\$	17,888 600 40,000 - - -	\$	- - 900,000 - 1,451,630	\$	- - - -	\$ - - - -	\$	- - - 2,980,000 -	\$ 17,888 600 40,000 900,000 2,980,000 1,451,630
Due To Other Funds		99,246		-		-	-		-	99,246
TOTAL LIABILITIES		157,734		2,351,630		-	-		2,980,000	5,489,364
FUND BALANCES Restricted for:										
Capital Projects		-		-		2,367	-		-	2,367
Unassigned:		(45,910)		(1,819,538)		-	3,386,703		-	1,521,255
TOTAL FUND BALANCES		(45,910)		(1,819,538)		2,367	3,386,703		-	1,523,622
TOTAL LIABILITIES & FUND BALANCES	\$	111,824	\$	532,092	\$	2,367	\$ 3,386,703	\$	2,980,000	\$ 7,012,986

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
<u>EVENUES</u>					
Interest - Investments	\$ -	\$5	\$5	0.00%	
Special Assmnts- Tax Collector	75,000	81,650	6,650	108.87%	
Special Assmnts- CDD Collected	-	497	497	0.00%	
OTAL REVENUES	75,000	82,152	7,152	109.54%	
<u>XPENDITURES</u>					
Administration					
ProfServ-Arbitrage Rebate	650	-	650	0.00%	
ProfServ-Trustee Fees	3,500	-	3,500	0.00%	
Disclosure Report	2,500	5,000	(2,500)	200.00%	
District Counsel	7,500	15,057	(7,557)	200.76%	
District Engineer	1,000	-	1,000	0.00%	
District Manager	12,000	6,000	6,000	50.00%	
Auditing Services	6,300	-	6,300	0.00%	
Website Compliance	1,500	-	1,500	0.00%	
Postage, Phone, Faxes, Copies	50	31	19	62.00%	
Public Officials Insurance	2,685	2,886	(201)	107.49%	
Legal Advertising	1,000	-	1,000	0.00%	
Misc-Supervisor Expenses	1,600	-	1,600	0.00%	
Bank Fees	200	-	200	0.00%	
Website Administration	900	750	150	83.33%	
Dues, Licenses, Subscriptions	175	175	-	100.00%	
Total Administration	41,560	29,899	11,661	71.94%	
Electric Utility Services					
Electricity - Streetlights	16,525		16,525	0.00%	
Total Electric Utility Services	16,525	-	16,525	0.00%	
Other Physical Environment					
Contracts-Landscape	10,000	-	10,000	0.00%	
Insurance - General Liability	2,497	2,684	(187)	107.49%	
R&M-Irrigation	4,418	-	4,418	0.00%	
Total Other Physical Environment	16,915	2,684	14,231	15.87%	
Contingency					
Misc-Contingency (Interlocal)	-	60,000	(60,000)	0.00%	
Total Contingency		60,000	(60,000)	0.00%	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023 General Fund (001) *(In Whole Numbers)* 

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR T		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
TOTAL EXPENDITURES	75,000		92,583	(17,583)	123.44%
Excess (deficiency) of revenues Over (under) expenditures			(10,431)	(10,431)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			(35,479)		
FUND BALANCE, ENDING		\$	(45,910)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023 Series 2004 Debt Service Fund (200) *(In Whole Numbers)* 

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 6,860	\$ 6,860	0.00%
Special Assmnts- Tax Collector	255,190	52,890	(202,300)	20.73%
TOTAL REVENUES	255,190	59,750	(195,440)	23.41%
EXPENDITURES Administration				
ProfServ-Legal Services	-	428	(428)	0.00%
Total Administration		428	(428)	0.00%
Debt Service				
Principal Debt Retirement	130,000	-	130,000	0.00%
Interest Expense	125,190		125,190	0.00%
Total Debt Service	255,190		255,190	0.00%
TOTAL EXPENDITURES	255,190	428	254,762	0.17%
Excess (deficiency) of revenues Over (under) expenditures		59,322	59,322	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(1,878,860)		
FUND BALANCE, ENDING		\$ (1,819,538)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023 Capital Projects Fund (300) *(In Whole Numbers)* 

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET	 R TO DATE	ANCE (\$) (UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$	-	\$ 41	\$ 41	0.00%
TOTAL REVENUES		-	41	41	0.00%
EXPENDITURES					
TOTAL EXPENDITURES		-	-	-	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures		-	 41	 41	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			2,326		
FUND BALANCE, ENDING			\$ 2,367		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023 General Fixed Assets Fund (900) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
TOTAL REVENUES	-	-	-	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-			0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		3,386,703		
FUND BALANCE, ENDING		\$ 3,386,703		

### SOUTHERN HILLS PLANTATION II CDD

Bank Reconciliation

Bank Account No. Statement No. Statement Date	8371 04-23 4/30/2023	TRUIST - GF Operating		
G/L Balance (LCY)	109,841.45		Statement Balance	129,841.45
G/L Balance	109,841.45		Outstanding Deposits	0.00
Positive Adjustments	0.00		-	
			Subtotal	129,841.45
Subtotal	109,841.45		Outstanding Checks	20,000.00
Negative Adjustments	0.00		Differences	0.00
			-	
Ending G/L Balance	109,841.45		Ending Balance	109,841.45
Difference	0.00			

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Checks							
4/25/2023	Payment	1489	SOUTHERN HILLS PLANTATION II		6,275.40	6,275.40	0.00
Total Checl	ks				6,275.40	6,275.40	0.00
Deposits							
4/5/2023		JE000048	CK#42540#### - On Roll	G/L	497.11	497.11	0.00
4/24/2023		JE000049	CK#42669#### - On Roll	G/L	13,825.66	13,825.66	0.00
4/28/2023		JE000068	Interest - Investments	G/L	1.02	1.02	0.00
Total Depos	sits				14,323.79	14,323.79	0.00
Outstandir	ng Checks						
4/28/2023	Payment	1490	SOUTHERN HILLS PLANTATION I CDD		20,000.00	0.00	20,000.00
Total	Outstanding	Checks			20,000.00		20,000.00