

**SOUTHERN HILLS
PLANTATION II COMMUNITY
DEVELOPMENT DISTRICT**

REGULAR MEETING

FEBRUARY 09, 2024



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

Gene Roberts District Manager
Michelle T. Reiss, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Friday, February 09, 2024 at 10:30 AM

Join Zoom Meeting:

<https://us06web.zoom.us/j/87407408580?pwd=34PN4geO7OxiwkgiaSmRLV2opGLbaS.1>

Meeting ID: 874 0740 8580 Passcode: 572200

All cellular phones and pagers must be turned off during the meeting. Please let us know at least 24 hours in advance if you are planning to call into the meeting

REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT**
3. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2024-02; Adopting and Authorizing an Amendment to the Boundaries
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
5. **CONSENT AGENDA**
 - A. Approval of Minutes of the January 12, 2024 Regular Meeting
 - B. Consideration of Operation and Maintenance Expenditures December 2023
 - C. Acceptance of the Financials and Approval of the Check Register for December 2023
6. **BOARD OF SUPERVISOR REQUEST AND COMMENTS**
7. **ADJOURNMENT**

*Next regularly scheduled meeting is March 08, 2024 at 10:30 a.m.

Third Order of Business

3A.

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND AUTHORIZING AN AMENDMENT TO THE BOUNDARIES OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE SUBMITTAL OF A PETITION TO THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES; AUTHORIZING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO AMEND THE BOUNDARIES OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southern Hills Plantation II Community Development District (the “**District**”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes (the “**Act**”); and

WHEREAS, the District was established pursuant to the City of Brooksville Ordinance 677 (“**Ordinance**”) and pursuant to the Act; and

WHEREAS, the District is located wholly within the boundaries of the City of Brooksville, Florida; and

WHEREAS, the District presently consists of approximately 411.26 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to remove certain lands (“**Contraction Parcel**”), as described in the attached Exhibit A, resulting in an amended boundary (“**Boundary Amendment**”) as described in the attached Exhibit B; and

WHEREAS, the District is not currently providing any facilities or services to the Contraction Parcel and the Contraction Parcel is not subject to assessments at this time; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has determined, based upon information provided to it by SHP3, LLC, the landowner of the Contraction Parcel (“**Landowner**”), that any planned community development services to be provided to the Contraction Parcel may be provided by and through the Landowner, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the District has been advised that the Landowner of the Contraction Parcel requests and consents to the Boundary Amendment; and

WHEREAS, the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally interrelated community; and

WHEREAS, subsequent to the Boundary Amendment, the District will continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, the Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District, as amended, will continue to be amenable to separate special-district government; and

WHEREAS, in order to seek a Boundary Amendment by ordinance pursuant to section 190.046, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services and to take such actions as are necessary throughout the pendency of the process; and

WHEREAS, the District desires to request the City of Brooksville to adopt the Boundary Amendment by ordinance in accordance with section 190.046, Florida Statutes, by taking such actions as are necessary in furtherance of the same, including, but not limited to, submitting a petition to amend the boundaries of the Southern Hills Plantation II Community Development District (the “**Petition**”).

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

1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. The Board hereby authorizes and directs the District Chair, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries to prepare and file the Petition with the City of Brooksville and to provide such documentation and to take such actions as may be necessary or required to amend the boundaries of the District as provided herein.

3. The District Chair, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to act as agents for the District and to do all acts and things required to amend the boundaries of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to amend the boundaries of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

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

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9TH day of February, 2024.

Attest:

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chair of the Board of Supervisors

Exhibit A – Contraction Parcel
Exhibit B – Proposed Boundary Amendment

EXHIBIT A
LEGAL DESCRIPTION OF THE CONTRACTION PARCEL
(Cascades Phases 3&4)

THAT PORTION OF THE NORTH 54 OF THE NORTHEAST 54 OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING NORTH OF PRESENT RIGHT OF WAY OF POWELL ROAD AND WEST OF RAILROAD RIGHT-OF-WAY. (ALSO KNOWN AS TAX PARCEL 382749).

Parcel ID: R16 423 19 0000 0080 0000

Parcel Key: 00382749

("22.8 Acre Parcel")

AND:

203.7 ACRES MORE OR LESS LYING SOUTH OF CASCADES PH 2, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 9, 10 & 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT BOOK 37, PAGES 38 THROUGH 44, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA: THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT S 89°35'27"E A DISTANCE OF 196.47 FEET; THENCE N 81°20'06"E A DISTANCE OF 1364.55 FEET; THENCE N 56°21'10"E A DISTANCE OF 80.00 FEET; THENCE N 79°59'17"E A DISTANCE OF 188.88 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF 48°29'54", A CHORD DISTANCE OF 344.99 FEET, AND A CHORD BEARING OF N 75°31'26"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 355.51 FEET TO A POINT OF TANGENCY; THENCE N 51°16'29"E A DISTANCE OF 278.21 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 13°25'45", A CHORD DISTANCE OF 42.09 FEET, AND A CHORD BEARING OF N 57°59'22"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.19 FEET TO A POINT OF TANGENCY; THENCE N 64°42'14"E A DISTANCE OF 260.83 FEET; THENCE N 80°45'13"E A DISTANCE OF 52.03 FEET; THENCE N 64°42'14"E A DISTANCE OF 145.00 FEET TO THE SOUTHEAST CORNER OF SAID

"CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO", SAID POINT LYING ON THE WEST BOUNDARY OF "SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT BOOK 36, PAGE 40, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF "SOUTHERN HILLS PLANTATION PHASE TWO" S 25°17'46"E A DISTANCE OF 141.46 FEET; THENCE S 03°48'51"E A DISTANCE OF 991.52 FEET; THENCE S 69°56'33"E A DISTANCE OF 1013.97 FEET; THENCE S 39°12'36"E A DISTANCE OF 1221.85 FEET TO THE SOUTHWEST CORNER OF "SOUTHERN HILLS PLANTATION PHASE TWO", SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY OF SEABOARD COASTLINE RAILROAD; THENCE ALONG SAID RAILROAD RIGHT OF WAY S 52°10'42"W A DISTANCE OF 855.95 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID LINE S 00°19'09"W A DISTANCE OF 38.32 FEET; THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY S 52°10'33"W A DISTANCE OF 134.72 FEET; THENCE N 89°46'13"W A DISTANCE OF 32.51 FEET; THENCE S 52°12'18"W A DISTANCE OF 1452.72 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF SAID RAILROAD AND THE NORTHERLY RIGHT OF WAY OF POWELL ROAD; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF POWELL ROAD N 37°34'05"W A DISTANCE OF 132.86 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 785.30 FEET, A DELTA ANGLE OF 18°45'12", A CHORD DISTANCE OF 255.89 FEET, AND A CHORD BEARING OF N 47°52'08"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.04 FEET TO A POINT OF TANGENCY; THENCE N 57°14'45"W A DISTANCE OF 448.10 FEET; THENCE N 57°12'10"W A DISTANCE OF 551.70 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 1388.62 FEET, A DELTA ANGLE OF 05°18'14", A CHORD DISTANCE OF 128.50 FEET, AND A CHORD BEARING OF N 59°52'29"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 367.04 FEET, A DELTA ANGLE OF 24°52'00", A CHORD DISTANCE OF 158.05 FEET, AND A CHORD BEARING OF N 74°57'37"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.30 FEET, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF POWELL ROAD AND THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 9; THENCE LEAVING SAID RIGHT OF WAY OF POWELL ROAD ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 9 N 00°22'17"E A DISTANCE OF 1295.85 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9; THENCE N 89°50'30"W A DISTANCE OF 2660.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE SOUTHWEST

¼ OF SAID SECTION 9; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 9 N 00°26'45"W A DISTANCE OF 984.52 FEET; THENCE LEAVING SAID WEST BOUNDARY S 89°52'27"E A DISTANCE OF 1328.03 FEET TO A POINT ON THE WEST BOUNDARY OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO"; THENCE ALONG SAID WEST BOUNDARY S 00°24'57"W A DISTANCE OF 6.50 FEET TO THE SOUTHWEST CORNER OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO" AND THE POINT OF BEGINNING.

Parcel ID: R09 423 19 0000 0010 0000

Parcel Key: 00381287

("203.7 Acre Parcel")

AND:

11.5 ACRES MORE OR LESS IN THE SW 1/4 OF SW 1/4, LYING N & W OF RR, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 9, 10 & 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT BOOK 37, PAGES 38 THROUGH 44, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA: THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT S 89°35'27"E A DISTANCE OF 196.47 FEET; THENCE N 81°20'06"E A DISTANCE OF 1364.55 FEET; THENCE N 56°21'10"E A DISTANCE OF 80.00 FEET; THENCE N 79°59'17"E A DISTANCE OF 188.88 FEET TO A POINT ON A CURVE THAT IS CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF 48°29'54", A CHORD DISTANCE OF 344.99 FEET, AND A CHORD BEARING OF N 75°31'26"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 355.51 FEET TO A POINT OF TANGENCY; THENCE N 51°16'29"E A DISTANCE OF 278.21 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 13°25'45", A CHORD DISTANCE OF 42.09 FEET, AND A CHORD BEARING OF N 57°59'22"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.19 FEET TO A POINT OF TANGENCY; THENCE N 64°42'14"E A DISTANCE OF 260.83 FEET; THENCE N 80°45'13"E A DISTANCE OF 52.03 FEET; THENCE N 64°42'14"E A DISTANCE OF 145.00 FEET TO THE SOUTHEAST CORNER OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO", SAID

POINT LYING ON THE WEST BOUNDARY OF "SOUTHERN HILLS PLANTATION PHASE TWO" AS RECORDED IN PLAT BOOK 36, PAGE 40, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF "SOUTHERN HILLS PLANTATION PHASE TWO" S 25°17'46"E A DISTANCE OF 141.46 FEET; THENCE S 03°48'51"E A DISTANCE OF 991.52 FEET; THENCE S 69°56'33"E A DISTANCE OF 1013.97 FEET; THENCE S 39°12'36"E A DISTANCE OF 1221.85 FEET TO THE SOUTHWEST CORNER OF "SOUTHERN HILLS PLANTATION PHASE TWO", SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY OF SEABOARD COASTLINE RAILROAD; THENCE ALONG SAID RAILROAD RIGHT OF WAY S 52°10'42"W A DISTANCE OF 855.95 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID LINE S 00°19'09"W A DISTANCE OF 38.32 FEET; THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY S 52°10'33"W A DISTANCE OF 134.72 FEET; THENCE N 89°46'13"W A DISTANCE OF 32.51 FEET; THENCE S 52°12'18"W A DISTANCE OF 1452.72 FEET TO THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF SAID RAILROAD AND THE NORTHERLY RIGHT OF WAY OF POWELL ROAD; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF POWELL ROAD N 37°34'05"W A DISTANCE OF 132.86 FEET TO THE POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 785.30 FEET, A DELTA ANGLE OF 18°45'12", A CHORD DISTANCE OF 255.89 FEET, AND A CHORD BEARING OF N 47°52'08"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.04 FEET TO A POINT OF TANGENCY; THENCE N 57°14'45"W A DISTANCE OF 448.10 FEET; THENCE N 57°12'10"W A DISTANCE OF 551.70 FEET TO A POINT OF CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 1388.62 FEET, A DELTA ANGLE OF 05°18'14", A CHORD DISTANCE OF 128.50 FEET, AND A CHORD BEARING OF N 59°52'29"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE THAT IS CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 367.04 FEET, A DELTA ANGLE OF 24°52'00", A CHORD DISTANCE OF 158.05 FEET, AND A CHORD BEARING OF N 74°57'37"W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.30 FEET, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF POWELL ROAD AND THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 9; THENCE LEAVING SAID RIGHT OF WAY OF POWELL ROAD ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 9 N 00°22'17"E A DISTANCE OF 1295.85 FEET TO THE SOUTHEAST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9; THENCE N 89°50'30"W A DISTANCE OF 2660.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 9; THENCE ALONG THE WEST BOUNDARY OF

THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 9 N 00°26'45"W A DISTANCE OF 984.52 FEET; THENCE LEAVING SAID WEST BOUNDARY S 89°52'27"E A DISTANCE OF 1328.03 FEET TO A POINT ON THE WEST BOUNDARY OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO"; THENCE ALONG SAID WEST BOUNDARY S 00°24'57"W A DISTANCE OF 6.50 FEET TO THE SOUTHWEST CORNER OF SAID "CASCADES AT SOUTHERN HILLS PLANTATION PHASE TWO" AND THE POINT OF BEGINNING.

Parcel ID: R10 423 19 0000 0030 0041

Parcel Key: 01563007

("11.5 Acre Parcel")

EXHIBIT B
PROPOSED BOUNDARY AMENDMENT

Fifth Order of Business

5A

41 On MOTION by Mr. Franz seconded by Ms. Bernal, with all in
 42 favor, the election of John Franz to join the Committee between
 43 the three CDDs for Southern Hills Plantation, overseeing
 44 landscape expenses for the Boulevard, was approved. 3-0

45
 46 **FOURTH ORDER OF BUSINESS** **Staff Reports**

47 **A. District Counsel**

48 **i. Letter from Property Owner Regarding Debt Service Payments**

- 49
 - Ms. Reiss stated she has received a letter from *Boomerang Developments*
 50 Counsel asking for an assessment reimbursement.

51 **ii. Status on CDD/HOA Lake Management Responsibilities**

- 52
 - Ms. Reiss explained that upon review of the County plats, it was determined
 53 the retention ponds are owned by the HOA, and the CDD owns the wetlands
 54 and storm drainage system. Discussion ensued.

55 **B. District Engineer**

56 **C. District Manager**

57 There being no reports, the next order of business followed.
 58

59 **FIFTH ORDER OF BUSINESS** **Consent Agenda**

60 **A. Approval of Minutes of the August 11, 2023 Regular Meeting**

61 **B. Consideration of Operation and Maintenance Expenditures November 2023**

62 **C. Acceptance of the Financials and Approval of the Check Register for November**
 63 **2023**
 64

65 On MOTION by Mr. Pallardy seconded by Mr. Franz, with all in
 66 favor, the Consent Agenda was approved. 3-0

67
 68 **SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**
 69 **Comments**

70 There being none, the second order of business followed.
 71

72 **SECOND ORDER OF BUSINESS** **Public Comment (Continued)**

- 73
 - A resident requested prior notification when CDD meetings are cancelled.
 74

75 **SEVENTH ORDER OF BUSINESS** **Adjournment**

76 There being no further business,
 77

78 On MOTION by Mr. Franz seconded by Mr. Pallardy with all in
 79 favor, meeting was adjourned. 3-0

81 _____
 82 Brian Lamb
 83 District Manager

 Matt Pallardy
 Chairperson

5B

December 2023 Meeting

SOUTHERNHILLS PLANTATION II CD Summary of Operations and Maintenance Invoices
--

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	105794	\$14.60		DISRICT SERVICES NOVEMBER 2023
INFRAMARK LLC	107131	\$1,131.96	\$1,146.56	DISRICT INVOICE DECEMBER 2023
Monthly Contract Subtotal		\$1,146.56		
Variable Contract				
Variable Contract Subtotal		\$0.00		
Utilities				
Utilities Subtotal		\$0.00		
Regular Services				
APPLETON REISS, PLLC	24470	\$441.50		GENERAL CONSULTING
SOUTHERN HILLS PLANTATION I CDD	IONII-121723	\$40,000.00		INTERLOCAL AGREEMENT
SOUTHERN HILLS PLANTATION II	11292023-2	\$4,184.39		SERIES 2004 FY24 TAX DIST ID 23-102
Regular Services Subtotal		\$44,625.89		
Additional Services				
Additional Services Subtotal		\$0.00		
TOTAL		\$45,772.45		

Approved (with any necessary revisions noted):

SOUTHERNHILLS PLANTATION II CD Summary of Operations and Maintenance Invoices
--

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Signature: _____

Title (Check one):

Chariman Vice Chariman Assistant Secretary



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#105794

DATE

11/30/2023

CUSTOMER ID

C2289

NET TERMS

Net 30

PO#

DUE DATE

12/30/2023

BILL TO

Southern Hills Plantation II CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: November 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.63		1.89
Eric Davidson 9-7-2023 DNH*GODADDY.COM : domain renewal \$12.71	1	Ea	12.71		12.71
Subtotal					14.60

Subtotal	\$14.60
Tax	\$0.00
Total Due	\$14.60

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

Please include the Customer ID and the Invoice Number on your form of payment.



INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

#107131

DATE

12/21/2023

CUSTOMER ID

C2289

NET TERMS

Net 30

PO#

DUE DATE

1/20/2024

BILL TO

Southern Hills Plantation II CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: December 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	2	Ea	0.63		1.26
B/W Copies	38	Ea	0.15		5.70
Website Maintenance / Admin	1	Ea	125.00		125.00
District Management	1	Ea	1,000.00		1,000.00
Subtotal					1,131.96

Subtotal	\$1,131.96
Tax	\$0.00
Total Due	\$1,131.96

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:

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Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

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
Att: Inframark

November 30, 2023
Invoice # 24470

2005 Pan Am Circle, Suite 300
Tampa, FL 33607

CLIENT: 000394 - Southern Hills Plantation II Community Development District
Re: 00000 General

Date	Services	Hours	Amount
11/13/23 NRJ	Draft Audit Letter Response letter to McDirmit Davis.	1.00	165.00
11/20/23 MTR	Review and complete audit response letter.	0.20	79.00
11/27/23 MTR	Review correspondence regarding demand from Boomerang SH, LLC	0.10	39.50
11/27/23 MTR	Review and analyze request for reimbursement of assessments paid. Research property records. Email to manager.	0.40	158.00

Recapitulation

Name	Hours	Amount
NRJ Nicole R. Jaromin	1.00	165.00
MTR Michelle T. Reiss	0.70	276.50
For Current Services Rendered	1.70	\$441.50
Total Current Work		\$441.50

Please return this page with remittance

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

Invoice # 24470
Bill Date: November 30, 2023
Client Code: 000394
Client Name: Southern Hills Plantation II Community Development District
Matter Code: 00000
Matter Name: General

Total Current Work \$441.50

Amount enclosed: _____

SOUTHERN HILLS PLANTATION II CDD

DISTRICT CHECK REQUEST

Today's Date 12/17/2023

Payable To SOUTHERN HILLS PLANTATION I CDD
Mailing Address: c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, FL 33431

Check Amount **\$40,000.00**

Check Description Interlocal Agreement

Coding: **001-549899**

Special Instructions Do not mail. Please give to Eric

Joy Blocker

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

(This space reserved for Clerk)

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. ANNUAL COST.

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

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

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

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

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

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

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

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

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

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

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

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

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

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

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

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

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

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

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

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

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

SECTION 21. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Districts are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

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

Attest:

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT I**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT II**

Secretary

Chairperson, Board of Supervisors

**SOUTHERN HILLS PLANTATION
COMMUNITY DEVELOPMENT
DISTRICT III**

Secretary

Chairperson, Board of Supervisors

CHECK REQUEST FORM
Southern Hills Plantation II

Date: 11/29/2023

Invoice#: 11292023-2

Vendor#: V00012

Vendor Name: Southern Hills Plantation II

Pay From: Truist Acct# 8371

Description: Series 2004 - FY 24 Tax Dist. ID 23-102

Code to: 200.103200.1000

Amount: \$4,184.39

Requested By: 11/29/2023
Teresa Farlow

SOUTHERN HILLS PLANTATION II CDD

DISTRICT CHECK REQUEST

Today's Date 11/29/2023

Check Amount \$4,184.39

Payable To Southern Hills Plantation II CDD

Check Description Series 2004 - FY 24 Tax Dist. ID Dist 23-102

Special Instructions Do not mail. Please give to eric

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

eric

Authorization

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

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 29, 2023

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

23-102
Current Tax

Gross Collections	606-2080190	\$14,734.99
Less: Discount	606-2080190	(\$589.41)
Add: Penalty	606-2080190	\$0.00
Less: Commissions to Tax Collector 2%	003-3418065	(\$282.91)
Less: Postage for 2023 tax Notices per FS 197.322	8400-5304105	
Net Collections paid to Southern Hills Phase II CDD		\$13,862.67

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

HERNANDO COUNTY TAX COLLECTOR

20 N. MAIN ST., ROOM 112, BROOKSVILLE, FL 34601-2892

(352) 754-4180

FAX (352) 754-4189

**Distribution Details: 11/09/2023 - 11/16/2023: current (tp, re), installment (tp, re)
for SOUTHERN HILLS PLANTATION PH 2 CDD (N703) Funding Agency from 11/09/2023 to 11/16/2023**

District/Agency	Fund	Category	Type	Amount	Commission (ZZZ)
SO HILLS PLANTATION PH 2 CDD (703)	SOUTHERN HILLS PLANTATION PH 2 CDD (N703)	Real Estate - Current	Discount	\$-589.41	\$-11.81
		Real Estate - Current	Tax Due	\$14,734.99	\$294.72
SOUTHERN HILLS PLANTATION PH 2 CDD (N703)		Total		\$14,145.58	\$282.91
		Check Total		\$13,862.67	

Account Number	Alternate Key	Situs Address	Payment Date	Tax	Discount	Penalty	Interest	Commission	Distributed Amt
R09-223-19-1578-0000-0560	1600510	19333 FORT KING RUN BROOKSVILLE 34601	11/9/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0550	1600501	19347 FORT KING RUN BROOKSVILLE 34601	11/13/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0530	1600486	19373 FORT KING RUN BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0440	1600397	19449 FORT KING RUN BROOKSVILLE 34601	11/15/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0430	1600388	19457 FORT KING RUN BROOKSVILLE 34601	11/16/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0390	1600342	19495 FORT KING RUN BROOKSVILLE 34601	11/16/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0380	1600333	19505 FORT KING RUN BROOKSVILLE 34601	11/9/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0370	1600324	19513 FORT KING RUN BROOKSVILLE 34601	11/13/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1340	1601298	19664 FORT KING RUN BROOKSVILLE 34601	11/15/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1400	1601350	19724 FORT KING RUN BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1650	1601608	19784 TATTNALL WAY BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1610	1601564	19819 TATTNALL WAY BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1690	1601644	19834 TATTNALL WAY BROOKSVILLE 34601	11/16/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0640	1600592	5060 ENDVIEW PASS BROOKSVILLE 34601	11/11/2023	376.73	-15.07	0.00	0.00	7.23	354.43
R09-223-19-1578-0000-0620	1600574	5061 ENDVIEW PASS BROOKSVILLE 34601	11/13/2023	376.73	-15.07	0.00	0.00	7.23	354.43
R09-223-19-1578-0000-0610	1600565	5071 ENDVIEW PASS BROOKSVILLE 34601	11/15/2023	376.73	-15.07	0.00	0.00	7.24	354.42
R09-223-19-1578-0000-1820	1601779	5150 JENNINGS TRL BROOKSVILLE 34601	11/16/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0970	1600921	5175 CAPPLEMAN LOOP BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-1050	1601001	5252 CAPPLEMAN LOOP BROOKSVILLE 34601	11/9/2023	680.24	-27.21	0.00	0.00	13.07	639.96
R09-223-19-1578-0000-0140	1600093	5301 NOTTAWAY PL BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0120	1600075	5319 NOTTAWAY PL BROOKSVILLE 34601	11/15/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0040	1599997	5346 NOTTAWAY PL BROOKSVILLE 34601	11/14/2023	680.24	-27.21	0.00	0.00	13.06	639.97
R09-223-19-1578-0000-0720	1600672	5393 CAPPLEMAN LOOP BROOKSVILLE 34601	11/13/2023	680.24	-27.21	0.00	0.00	13.06	639.97
Grand Total				14,734.99	-589.41	0.00	0.00	282.91	13,862.67

5C

Southern Hill Plantation II Community Development District

Financial Statements
(Unaudited)

Period Ending
December 31, 2023

Prepared by:



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

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of December 31, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2004 DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
ASSETS						
Cash - Operating Account	\$ 93,074	\$ -	\$ -	\$ -	\$ -	\$ 93,074
Cash in Transit	-	8,140	-	-	-	8,140
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	-	87,085	-	-	-	87,085
Investments:						
SBA Account	158	-	-	-	-	158
Construction Fund	-	-	2,443	-	-	2,443
Prepayment Account	-	5,506	-	-	-	5,506
Revenue Fund	-	41,275	-	-	-	41,275
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	\$ 95,062	\$ 142,006	\$ 2,443	\$ 3,386,703	\$ 2,980,000	\$ 6,606,214

LIABILITIES

Accounts Payable	\$ 41,929	\$ -	\$ -	\$ -	\$ -	\$ 41,929
Accrued Expenses	6,300	-	-	-	-	6,300
Accounts Payable - Other	600	-	-	-	-	600
Due To Other Districts	40,000	-	-	-	-	40,000
Mature Bonds Payable	-	900,000	-	-	-	900,000
Bonds Payable	-	-	-	-	2,980,000	2,980,000
Mature Interest Payable	-	1,451,630	-	-	-	1,451,630
Due To Other Funds	87,085	-	-	-	-	87,085
TOTAL LIABILITIES	175,914	2,351,630	-	-	2,980,000	5,507,544

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of December 31, 2023

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2004 DEBT SERVICE FUND	CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
FUND BALANCES						
Restricted for:						
Capital Projects	-	-	2,443	-	-	2,443
Unassigned:	(80,852)	(2,209,624)	-	3,386,703	-	1,096,227
TOTAL FUND BALANCES	(80,852)	(2,209,624)	2,443	3,386,703	-	1,098,670
TOTAL LIABILITIES & FUND BALANCES	\$ 95,062	\$ 142,006	\$ 2,443	\$ 3,386,703	\$ 2,980,000	\$ 6,606,214

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 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>REVENUES</u>				
Special Assmnts- Tax Collector	\$ 135,275	\$ 20,531	\$ (114,744)	15.18%
TOTAL REVENUES	135,275	20,531	(114,744)	15.18%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	1,600	-	1,600	0.00%
ProfServ-Arbitrage Rebate	650	-	650	0.00%
ProfServ-Trustee Fees	3,500	-	3,500	0.00%
Disclosure Report	2,500	-	2,500	0.00%
District Counsel	7,500	995	6,505	13.27%
District Engineer	1,000	-	1,000	0.00%
District Manager	18,000	3,000	15,000	16.67%
Auditing Services	6,300	-	6,300	0.00%
Website Compliance	1,500	-	1,500	0.00%
Postage, Phone, Faxes, Copies	50	9	41	18.00%
Public Officials Insurance	3,200	3,001	199	93.78%
Legal Advertising	1,000	-	1,000	0.00%
Tax Collector/Property Appraiser Fees	-	4,123	(4,123)	0.00%
Bank Fees	200	-	200	0.00%
Website Administration	900	388	512	43.11%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Total Administration	48,075	11,691	36,384	24.32%
<u>Other Physical Environment</u>				
Insurance - General Liability	2,700	2,792	(92)	103.41%
R&M-Lake	7,500	-	7,500	0.00%
R&M-Wetland	7,500	-	7,500	0.00%
Lake Maintenance	9,500	-	9,500	0.00%
Misc-Interlocal Agreement	40,000	-	40,000	0.00%
Misc-Contingency (Interlocal)	20,000	40,000	(20,000)	200.00%
Total Other Physical Environment	87,200	42,792	44,408	49.07%
TOTAL EXPENDITURES	135,275	54,483	80,792	40.28%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(33,952)	(33,952)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		(46,900)		
FUND BALANCE, ENDING		\$ (80,852)		

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 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	\$ -	\$ 2,773	\$ 2,773	0.00%
Special Assmnts- Tax Collector	255,190	8,140	(247,050)	3.19%
TOTAL REVENUES	255,190	10,913	(244,277)	4.28%
<u>EXPENDITURES</u>				
<u>Administration</u>				
District Counsel	-	5,881	(5,881)	0.00%
Total Administration	-	5,881	(5,881)	0.00%
<u>Debt Service</u>				
Principal Debt Retirement	130,000	-	130,000	0.00%
Interest Expense	125,190	395,000	(269,810)	315.52%
Total Debt Service	255,190	395,000	(139,810)	154.79%
TOTAL EXPENDITURES	255,190	400,881	(145,691)	157.09%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(389,968)	(389,968)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		(1,819,656)		
FUND BALANCE, ENDING		\$ (2,209,624)		

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

Capital Projects Fund (300)

(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	\$ -	\$ 30	\$ 30	0.00%
TOTAL REVENUES	-	30	30	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	30	30	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		2,413		
FUND BALANCE, ENDING		<u>\$ 2,443</u>		

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 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
<u>REVENUES</u>				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		3,386,703		
FUND BALANCE, ENDING		<u>\$ 3,386,703</u>		

SOUTHERN HILLS PLANTATION II CDD

Bank Reconciliation

Bank Account No. 8371 TRUIST - GF Operating
 Statement No. 12-23
 Statement Date 12/31/2023

G/L Balance (LCY)	93,074.34	Statement Balance	103,676.09
G/L Balance	93,074.34	Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	93,074.34	Subtotal	103,676.09
Negative Adjustments	0.00	Outstanding Checks	10,601.75
		Differences	0.00
Ending G/L Balance	93,074.34	Ending Balance	93,074.34
Difference	0.00		

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Deposits							
12/5/2023		JE000123	CK#44321#### - Tax Dist 23-102	G/L	13,862.67	13,862.67	0.00
Total Deposits					13,862.67	13,862.67	0.00
Outstanding Checks							
12/21/2023	Payment	1519	APPLETON REISS, PLLC		197.50	0.00	197.50
12/21/2023	Payment	1520	INFRAMARK LLC		2,264.60	0.00	2,264.60
12/21/2023	Payment	1521	SOUTHERN HILLS PLANTATION II		8,139.65	0.00	8,139.65
Total Outstanding Checks.....					10,601.75		10,601.75