

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 10, 2017**

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT AGENDA
FEBRUARY 10, 2017 AT 10:30 a.m.**

Southern Hills Plantation II
4200 Summit View Drive, Brooksville, FL 34601

District Board of Supervisors	Vice Chairman Supervisor Supervisor Supervisor Supervisor	Devon Rushnell Chuck Maynard Derrick Rushnell Matt Pallardy Jon Franz
District Manager	Meritus	Brian Lamb
District Attorney	Fletcher & Fischer	Leigh Fletcher
District Engineer	Coastal Engineering	Don Lacey

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **10:30 a.m.** with the first section called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The sixth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINISTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

February 10, 2017

Board of Supervisors
Southern Hills Plantation II

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District will be held on **Friday, February 10, 2017 at 10:30 a.m.** at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. Included below is the agenda:

- 1. CALL TO ORDER/ROLL CALL**
- 2. OATH OF OFFICE FOR THE NEWLY APPOINTED SUPERVISORS**
- 3. AUDIENCE QUESTION AND COMMENT ON AGENDA ITEMS**
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. BUSINESS ITEMS**
 - A. Consideration of Resolution 2017-01; Canvassing and Certifying the Results of the December 28, 2016 Landowners' ElectionTab 01
 - B. Consideration of Resolution 2017-02; Re-Designating Officers of the District.....Tab 02
 - C. Review of Interlocal AgreementTab 03
 - D. Review of Management Services Contract.....Tab 04
 - E. Review of FY 2017 Meeting Schedule.....Tab 05
 - F. Discussion on Accounts Payable and Operations Collections Status *Under Separate Cover*
 - G. Discussion on Engineer Suspending ServicesTab 06
 - H. General Matters of the District
- 6. CONSENT AGENDA**
 - A. Consideration of Operations and Maintenance Expenditures February .. *Under Separate Cover*
 - B. Review of Financial Statements Month Ending December 31, 2016..... *Under Separate Cover*
- 7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,



Brian Lamb
District Manager

RESOLUTION 2017-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Hills Plantation II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on December 28, 2016, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the December 28, 2016 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

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

SECTION 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.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes _____
Seat 2	_____	Votes _____
Seat 3	_____	Votes _____
Seat 4	_____	Votes _____
Seat 5	_____	Votes _____

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years <u>4</u>
Seat 2	_____	Years <u>4</u>
Seat 3	_____	Years <u>2</u>
Seat 4	_____	Years <u>2</u>
Seat 5	_____	Years <u>2</u>

SECTION 4. Said terms of office commenced on December 28, 2016.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED this 10th day of February, 2017.

ATTEST:

**BOARD OF SUPERVISORS OF
SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Its: Secretary/Assistant Secretary

Chairman, Board of Supervisors

RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously designated the Officers of the District; and

WHEREAS, the Board now desires to re-designate certain Officers.

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

Section 1. _____ is appointed Chairman.
 _____ is appointed Vice Chairman.
 Brian Lamb is appointed Secretary.
 James Paleveda is appointed Treasurer.
 Eric Davidson is appointed Assistant Treasurer.
 Brian Howell is appointed Assistant Secretary.
 _____ is appointed Assistant Secretary.
 _____ is appointed Assistant Secretary.
 _____ is appointed Assistant Secretary.
 _____ is appointed Assistant Secretary.

Section 2. All prior designations which are inconsistent with the designations herein are forthwith rescinded.

Section 3. This Resolution shall become effective on February 10, 2017.

PASSED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2017.

ATTEST:

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

SECRETARY / ASSISTANT SECRETARY

CHAIRMAN

INTER-LOCAL AGREEMENT

This is an Inter-Local Agreement, dated as of December 28, 2004 (the "Agreement"), by and among Hampton Ridge Developers, LLC, a Delaware limited liability company (the "Developer"), Rizzetta & Company, Incorporated, a Florida corporation (the "Manager"), Southern Hills Plantation I Community Development District, a special purpose unit of local government ("District No. I"), Southern Hills Plantation II Community Development District, a special purpose unit of local government ("District No. II"), and Southern Hills Plantation III Community Development District, a special purpose unit of local government ("District No. III") [District No. I, District No. II, and District No. III are sometimes collectively referred to herein as the "Districts".]

Background and Purpose

The Developer is in the process of developing a master-planned residential community known as "Southern Hills" in the City of Brooksville, Florida (the "City"). In this regard, the Developer and the City entered into a Development Agreement dated May 28, 2003, as amended on October 18, 2004, and November 29, 2004 (the "Development Agreement"), a copy of which is attached hereto as Exhibit "A". Pursuant to the Development Agreement, the Developer or its successors is required to construct certain master public infrastructure improvements more particularly described therein (collectively, the "Master Improvements"). By virtue of the construction of the Master Improvements, the Developer or its successors is entitled to certain impact fee credits from the City as more particularly set forth in the Development Agreement.

These credits pertain to the transportation impact fee, the potable water impact fee and the sanitary sewer impact fee imposed by the City.

To facilitate the development of Southern Hills (including the construction of the Master Improvements), the Developer petitioned the City to establish the Districts. Pursuant to Chapter 190, Florida Statutes, the Districts are authorized to construct, operate and maintain certain public infrastructure improvements including the Master Improvements. Concurrently herewith, District No. I is issuing its Capital Improvement Revenue Bonds, Series 2004 in the principal amount of \$12,395,000 and District No. II is issuing its Capital Improvement Revenue Bonds, Series 2004 in the principal amount of \$3,610,000 (collectively the "Bonds") to pay part of the cost of constructing the Master Improvements. In addition, District No. III intends to issue certain Capital Improvement Revenue Bonds at a future date.

The Bonds issued by each District will be repaid by the levy of special assessments upon the lands within such District which receive a special benefit from the Master Improvements. The balance of the cost of the Master Improvements will be borne by the Developer and will not result in the levy of special assessments against any of the lands lying within the Districts.

As provided below, this Agreement evidences the agreement of the Districts as to the allocation of the cost of the Master Improvements among the Districts. This Agreement also provides for the allocation of the impact fee credits among the Developer and the Districts and for the administration of such credits by the Manager. Finally, this Agreement evidences the agreement of the parties that District No. I shall supervise and manage the construction and maintenance of all of the Master Improvements, including those Master Improvements to be funded by the Developer, District No. II and District No. III.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing statement of background and purpose is correct and is hereby incorporated by reference as part of the Agreement for all purposes.

2. Allocation of Construction Costs. The Manager serves as financial advisor to all the Districts and Coastal Engineering Associates serves as engineer to all the Districts (the "District Engineer"). In consultation with them, the Districts agree that the allocation of construction costs for the Master Improvements among District No. I, District No. II and District No. III as set forth in the Engineer's Cost Report, dated November 14, 2004, prepared by the District Engineer (the "Engineer's Report") is fair and equitable and such allocation is hereby approved. Specifically, pursuant to the Report, 39.6% of the cost of the Master Infrastructure is allocated to District No. 1, 36.6% of such cost is allocated to District No. 2, and 23.8% of such cost is allocated to District No. 3. A copy of the Report is attached hereto as Exhibit "B".

3. Payment of Construction Costs. The costs of the Master Improvements allocated to each District shall be paid by that District or by the Developer as set forth in the table attached hereto as Exhibit "C". With the concurrence of the affected District, the allocation set forth in Exhibit "C" may be modified by the Developer, provided, however, that such modification should not change the overall allocation of costs among the Districts as set forth in the preceding section. To the extent that the cost of constructing Master Improvements is allocated to and paid by a District, the Developer hereby partially assigns its rights and obligations under the Development Agreement to such District, including (without limitation) the right to receive

impact fee credits from the City. To the extent that the costs of the Master Improvements are not paid by the Districts, the Developer acknowledges and agrees that it shall be solely responsible for the timely payment of such costs.

4. Allocation of Impact Fee Credits. To the extent that a party pays the cost of constructing Master Improvements which give rise to impact fee credits from the City, that party will receive the impact fee credits from the City with respect to the costs paid by such party. Impact fee credits allocated to each District shall inure to the benefit of such District and the property owners within such District. Impact fee credits allocated to the Developer shall be the property of the Developer and may be sold or assigned by the Developer as set forth in this Agreement.

5. Impact Fee Credit Bank. The Manager shall administer an impact fee credit bank with respect to all transportation, potable water and sanitary sewer impact fee credits granted by the City pursuant to the Development Agreement. As Offsite Improvements are constructed, the party paying for such construction shall receive credits in the impact fee credit bank to the extent that they are made available by the City. These credits may then be withdrawn and applied by the party entitled to such credit in accordance with the following procedure. At least ten days before applying for a building permit, a property owner within the boundaries of the Districts shall apply to the Manager to obtain an assignment of any impact fee credits that may be available from the applicable District where the property is located.

a. Assignment without Payment. Within five days following the filing of an application, the Manager shall either (i) cause the applicable District to assign impact fee credits to the applicant if such credits are available or (ii) if not available, cause the applicable District to borrow impact fee credits from the Developer or another District and then assign them to the

applicant, provided the borrowing District has such impact fee credits forthcoming based on creditable improvements to be constructed and financed by the bonds issued by the District. In either event the applicant shall not be required to pay any consideration under this Agreement for the assignment of impact fee credits. The form of the impact fee credit assignment is attached hereto as Exhibit "D". Any borrowed impact fee credits shall be promptly reccredited to the Developer or lending District when received by the borrowing District.

b. Assignment with Payment. If and to the extent the requested credit(s) are not available for assignment without payment as provided above, then the Manager shall alternatively sell impact fee credits owned by the Developer to the applicant. The price for such credits shall be equal to the then current impact fee charges imposed by the City. Upon receipt of a check payable to the Developer, the Manager shall execute an assignment of impact fee credits to the applicant in the form attached hereto as Exhibit "D".

6. Delegation to District No. I. Subject to the terms of this Agreement, District No. II and District No. III hereby delegate to District No. I the authority to enter into contracts, levy and collect non-ad valorem assessments, perform services and otherwise take all actions necessary or desirable with respect to the financing, acquisition, and construction of the Master Improvements, and the operation and maintenance of the Master Improvements, at all times subject to the constitutional and statutory retained authority of each of such Districts and of District No. I, and District No. I hereby accepts such delegation. Without limiting the generality of the foregoing, District No. II agrees that it shall promptly approve all payment requisitions pertaining to the construction of the Master Improvements to be funded with the proceeds of its Capital Improvement Revenue Bonds, Series 2004, provided such requisitions have been approved by District No. I and the District Engineer.

7. Maintenance Assessments. The Districts agree, upon the request of District No. I, to promptly take all actions, including adopting all required resolutions and publishing all required notices, as required by applicable law, including Chapters 170, 190 and 197, Florida Statutes, to provide for the levy of an annual maintenance assessment to maintain the Master Improvements. Such annual maintenance assessment will pay for, among other things, pond and lake maintenance, street lighting, and landscaping, including landscaping within road rights-of-way that have been dedicated to other governmental agencies and are not owned by the Districts. The amount of the annual maintenance assessment shall be as required for a first class residential community as reasonably determined by District No. I. Such annual maintenance assessment shall be allocated among the Districts in the same proportionate share as the cost of constructing the Master Improvements, i.e., 39.6% of the annual maintenance expense shall be paid by District No. I, 36.6% of the annual maintenance expense shall be paid by District No. II and 23.8% of the annual maintenance expense shall be paid by District No. III.

8. Interlocal Agreement. To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and among District No. I, District No. II and District No. III, such provisions shall be deemed to be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be filed with the Clerk of the Circuit Court of Hernando County, Florida, as provided in Chapter 163, Florida Statutes, as amended.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Entire Agreement. There are no other promises, verbal understandings or communications of any kind pertaining to this Agreement other than specified herein. This

Agreement shall not supersede or otherwise modify any pre-existing agreements between the Developer and third parties, including (without limitation) the Sixth Amendment to Contract for Sale of Land between the Developer and Levitt and Sons of Hernando County, LLC.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart.

12. Amendments. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. Notices. Any notice or communication required to be given by one party to the other shall be in writing and may be delivered, mailed by certified mail, postage prepaid, or sent by facsimile or similar telecommunication device and shall be deemed delivered if addressed as follows:

Developer:

Hampton Ridge Developers, LLC
c/o James P. Harvey
LandMar Group
2202 N. Westshore Boulevard
Suite 125
Tampa, Florida 33606

With a copy to:

Donna Feldman, Esq.
Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater FL 33764

Manager:

Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, FL 33614
Attention: Matt Campbell

District No. I:

Southern Hills Plantation I Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

District No. II:

Southern Hills Plantation II Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

District No. III:

Southern Hills Plantation III Community Development District
c/o Rizzetta & Company, Incorporated
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614

With a copy to:

Mark K. Straley
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida and the parties agree that venue for any litigation arising from this Agreement shall be with a court of competent jurisdiction in Hernando County, Florida.

15. Severability. If any section, clause or paragraph, or portion thereof of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid section, clause or portion thereof shall be severed from the remainder of this Agreement.

16. Attorney's Fees. Should any of the terms of this Agreement require enforcement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

17. Recordation. As required by Section 163.01(11) Florida Statutes, upon execution by the parties, this Agreement shall be recorded with the Clerk of the Circuit Court of Hernando County. As further required by statute, this Agreement shall be effective upon recording.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Inter-Local Agreement on the date first set forth above. This Agreement shall be effective pursuant to the terms hereof.

WITNESSES:

[Signature]
(Signature)

Donna S. Feldman
(Print Name)

[Signature]
(Signature)

John McKay
(Print Name)

Developer:

Hampton Ridge Developers, LLC, a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited liability company, its sole member

By: LandMar Management, LLC, a Delaware limited liability company, Its Manager

By: [Signature]
James P. Harvey
Its Vice President

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd day of December, 2004 by James P. Harvey, as Vice President of LandMar Management, LLC, as Delaware limited liability company, as the manager of LandMar Group, LLC, a Delaware limited liability company, as the manager of Hampton Ridge Developers, LLC, a Delaware limited liability company. He is X personally known to me or who has produced _____ (type of identification) as identification.

Seal:

Mark K Straley

Signature of NOTARY PUBLIC

State of Florida at Large

Serial Number (if any):

My Commission Expires:



Mark K Straley

My Commission DD052813

Expires September 14, 2005

WITNESSES:

Laurie Crickenberger
(Signature)

Laurie Crickenberger
(Print Name)

[Signature]
(Signature)

Greg Tuman
(Print Name)

Manager:

Rizzetta & Company, Incorporated

By: William J. Rizzetta

Print Name: William J. Rizzetta

Title: President

STATE OF FLORIDA

COUNTY OF Hillsborough:

The foregoing instrument was acknowledged before me this 23rd
day December, 2004 by William J. Rizzetta, as President
(name of officer or agent, title of officer or agent acknowledging)
of Rizzetta & Company, Incorporated. He/she is personally known to me or who has produced
(type of identification) as identification.

Seal:

Cathy J. Cox

Signature of NOTARY PUBLIC

State of Florida at Large

Serial Number (if any):

My Commission Expires:



Cathy J. Cox
Commission #DD398050
Expires: Mar 04, 2009
Bonded Thru
Atlantic Bonding Co., Inc.

WITNESSES:

[Signature]
(Signature)
Donna J. Feldman
(Print Name)
[Signature]
(Signature)
John McKay
(Print Name)

District No. I:

Southern Hills Plantation I Community
Development District

By: [Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, as Chairman of the Board of Southern Hills
Plantation I Community Development District. He is X personally known to me or who has
produced _____ (type of identification) as identification.

Seal:

Mark K. Staley
Signature of NOTARY PUBLIC
State of Florida at Large
Serial Number (if any):
My Commission Expires:



WITNESSES:

[Signature]
(Signature)
Donna Hill Feldman
(Print Name)
[Signature]
(Signature)
John McKay
(Print Name)

District No. II:

Southern Hills Plantation II Community
Development District

By: [Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, Chairman of the Board of Supervisors of
Southern Hills Plantation II Community Development District. He is X personally known to
me or who _____ has produced _____ (type of identification) as identification.

Seal:

Mark K Straley
Signature of NOTARY PUBLIC
State of Florida at Large
Serial Number (if any):
My Commission Expires:



Mark K Straley
My Commission DD052813
Expires September 14, 2005

WITNESSES:

[Signature]
(Signature)

Donna J. Feldman
(Print Name)

[Signature]
(Signature)

JOHN MCKAY
(Print Name)

District No. III:

Southern Hills Plantation III Community
Development District

By:

[Signature]
James P. Harvey, Chairman of the Board of
Supervisors

STATE OF FLORIDA

COUNTY OF Hernando:

The foregoing instrument was acknowledged before me this 23rd
day of December, 2004 by James P. Harvey, Chairman of the Board of Supervisors of
Southern Hills Plantation III Community Development District. He is X personally known to
me or who has produced (type of identification) as identification.

Seal:

Mark K. Straley

Signature of NOTARY PUBLIC

State of Florida at Large

Serial Number (if any):

My Commission Expires:



Mark K Straley
My Commission DD062813
Expires September 14, 2006

Southern Hills
Community Development District
2005/2006 Final Budget
Inter-local Agreement (SH I, SH II & SH III)

Budget Line Item	Total Budget Amount	Shared Budgeted Amount	Portion of Shared Amount		
			SH I (39.6%)	SH II (36.6%)	SH III (23.8%)
Electric Utility Services	\$24,000.00	\$24,000.00	\$9,504.00	\$8,784.00	\$5,712.00
Water Utility	\$20,000.00	\$20,000.00	\$7,920.00	\$7,320.00	\$4,760.00
Lake/Pond Bank Mowing *	\$12,000.00	\$3,000.00	\$1,188.00	\$1,098.00	\$714.00
Lake Maintenance **	\$33,000.00	\$6,000.00	\$2,376.00	\$2,196.00	\$1,428.00
Mitigation Maintenance	\$5,000.00	\$5,000.00	\$1,980.00	\$1,830.00	\$1,190.00
Wetland Maintenance	\$2,500.00	\$2,500.00	\$990.00	\$915.00	\$595.00
Entry Way Maintenance	\$7,500.00	\$7,500.00	\$2,970.00	\$2,745.00	\$1,785.00
Employee Salaries (part-time)	\$21,500.00	\$21,500.00	\$8,514.00	\$7,869.00	\$5,117.00
Landscape Maintenance	\$25,000.00	\$25,000.00	\$9,900.00	\$9,150.00	\$5,950.00
Irrigation Repairs	\$7,500.00	\$7,500.00	\$2,970.00	\$2,745.00	\$1,785.00
Misc/Uninsurable Assets	\$75,000.00	25000/each	\$25,000.00	\$25,000.00	\$25,000.00

Majority of Ponds are in SH I

* \$9,000 is associated with SH I - remainder \$3000 is allocated between three District

** \$27,000 allocated to SH I - remainder \$6000 is allocated between the three Districts

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

October 23, 2012

Grady Miars, Chairman
Southern Hills Plantation I & III CDDs
2401 River Hall Parkway
Alva, Florida, 33920

Re: Interlocal Agreement for Southern Hills Plantation

Dear Grady,

I'm writing on behalf of the Board of Supervisors for the Southern Hills Plantation II Community Development District ("District"). At their last regular meeting, the Board requested that I reach out to you and request a meeting to discuss the inability of the District to continue funding under the current parameters of the interlocal agreement. As such, the District would like to consider negotiations for amending Section 7 of the agreement, which addresses the manner of funding for maintenance assessments.

As of the date of this letter, the district has \$14,451.86 in the operating account with open payables of \$1,670. Additionally, I have created a cash flow analysis to quantify the estimated ongoing financial condition of the District over the next several months (copy attached). The Board has taken every means at its disposal to address the issue, including the initiation of foreclosure proceedings on delinquent landowners, with limited success. The Board has declared a Financial Emergency to the Governor and has notified the District's Trustee requesting options at its disposal via the various trust fund accounts. Additionally, the Board is seeking Chapter 9 bankruptcy protection from the Governor.

I'm sure you understand the significance of this issue and hope you consider discussing possible solutions at your earliest convenience. As always, I can be reached at 813-994-1001 or via e-mail at sbrizendine@rizzetta.com.

Sincerely,

Scott Brizendine
District Manager
Southern Hills Plantation I CDD

Cc: Jonathan Johnson, District Counsel CDD I and III
Mark Straley, District Counsel CDD II
Donna Feldman, Developer's Counsel

Enclosure

Southern Hills II Cash Flow Analysis
October 2012 to March 2013

Current Cash Available 15,451.86

Tax Roll Revenue	0.00		2,482.48		2,961.18		163.52		153.82		20,236.40
Oct Expenses		Nov Expenses		Dec Expenses		Jan Expenses		Feb Expenses		Mar Expenses	
American Ecosystems	518.00	American Ecosystems	518.00	American Ecosystems	518.00	American Ecosystems	518.00	American Ecosystems	518.00	American Ecosystems	518.00
K Johnson	1,269.12	K Johnson	1,269.12	K Johnson	1,269.12	K Johnson	1,269.12	K Johnson	1,269.12	K Johnson	1,269.12
A&B Aquatics	75.29	A&B Aquatics	75.29	A&B Aquatics	75.29	A&B Aquatics	75.29	A&B Aquatics	75.29	A&B Aquatics	75.29
Straley	500.00	Straley	500.00	Straley	500.00	Straley	500.00	Straley	500.00	Straley	500.00
Progress Energy	1,400.00	Progress Energy	1,400.00	Progress Energy	1,400.00	Progress Energy	1,400.00	Progress Energy	1,400.00	Progress Energy	1,400.00
Midstate	1,609.10	Midstate	1,609.10	Midstate	1,609.10	Midstate	1,609.10	Midstate	1,609.10	Midstate	1,609.10
Bank Fees	28.00	Bank Fees	28.00	Bank Fees	28.00	Bank Fees	28.00	Bank Fees	28.00	Bank Fees	28.00
Coastal Engineering	600.00	Coastal Engineering	600.00	Coastal Engineering	600.00	Coastal Engineering	600.00	Coastal Engineering	600.00	Coastal Engineering	600.00
Rizzetta		Rizzetta	1,500.00	Rizzetta	1,500.00	Rizzetta	1,500.00	Rizzetta	1,500.00	Rizzetta	1,500.00
DOE	175.00	DOE		DOE		DOE		DOE		DOE	
BOS Pay	234.71	BOS Pay		BOS Pay	234.71	BOS Pay		BOS Pay	234.71	BOS Pay	
Insurance		Insurance	450.00	Insurance		Insurance		Insurance	3,200.00	Insurance	
Prager		Prager		Prager		Prager		Prager		Prager	5,000.00
Advertising	65.90	Advertising	70.00	Advertising		Advertising		Advertising		Advertising	
Total	6,475.12	Total	8,019.51	Total	7,734.22	Total	7,499.51	Total	7,499.51	Total	7,499.51
Cash Shortage	8,976.74		3,439.71		-1,333.33		-8,669.32		-16,015.01		-3,278.12

*Tax Roll Revenue is based on FY11-12 actual collections.

**AGREEMENT BETWEEN
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
AND DISTRICT MANAGEMENT SERVICES, LLC
FOR MANAGEMENT AND FINANCIAL SERVICES**

THIS AGREEMENT, is made and entered into as of the 19th day of MAY, 2015, by and between the SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT, (the "**District**"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa, Florida 33607 and the firm of DISTRICT MANAGEMENT SERVICES d/b/a MERITUS DISTRICTS (the "**Manager**"), whose mailing address is 5680 W. Cypress Street, Suite 5680A, Tampa, Florida 33607.

WITNESSETH:

WHEREAS, the District desires to employ the services of the Manager for the purpose of providing non-exclusive management, financial and miscellaneous services for the SOUTHERN HILLS PLANTATION II Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the Manager desires to assist the District with such matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The District hereby engages the Manager for the services described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Scope of Services**").
2. The District agrees to compensate the Manager in accordance with the fee schedule set forth in **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Fee Schedule**"), which amount shall be payable in equal monthly installments no later than the last day of each month for which the services are provided, and may be amended annually as evidenced by the budget approved by the Board of Supervisors of the District (the "**Board**"). The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. In addition, the District agrees to compensate the Manager for reasonable, reimbursable expenses incurred during the course of performance of this Agreement, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier, and computer services as outlined within the Fee Schedule. The fees for the first and last month services under this agreement shall be pro-rated based upon the number of days in which the Manager provided services during that month.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on May 19, 2015. This agreement shall be automatically renewable each Fiscal Year of the District (October 1 – September 30), unless otherwise terminated by either party. The Agreement may be terminated as follows:
 - a. Upon written notice by the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Manager, unless Paragraph "C" of this section applies; or

- b. Upon the dissolution or court-declared invalidity of the District; or
 - c. By either party, for any reason, upon sixty (60) days written notice provided; however, should this Agreement be terminated, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in his possession in an orderly fashion to the District or its designee.
- 4. The Manager shall devote such time as is necessary to complete the duties and responsibilities assigned to the Manager under this Agreement.
 - 5. The Manager shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the acts or omissions of the Manager or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with the Agreement or (ii) the failure by the Manager to comply with the requirements or provisions of the Agreement.
 - 6. Prior to commencing the services under this Agreement, at all times during the term of this Agreement, the Manager shall maintain in full force and effect, at the Manager's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than two million dollars (\$2,000,000). Manager shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this Agreement, and thereafter from time to time upon request by the District, Manager shall provide the District with a certificate evidencing such insurance.
 - 7. The signature on this Agreement by the Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
 - 8. The Manager represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Manager further represents that no person having any interest shall be employed for said performance.
 - 9. The Manager shall promptly notify the District in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Manager may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a

conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion by certified mail within thirty (30) days of receipt of notification by the Manager. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the District by the Manager under the terms of this Agreement. This Agreement does not prohibit the Manager from performing services for any other special purpose-taxing district, and such Assignment shall not constitute a conflict of interest under this Agreement.

10. The Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
11. The Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
12. The Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
13. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager or the correctness of any information originated by the Manager which the Manager has used to formulate its opinions and advice given to the District.
14. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Hillsborough County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to the following parties:

**DISTRICT MANAGEMENT SERVICES, LLC,
d/b/a MERITUS DISTRICTS
5680 W. CYPRESS STREET, SUITE 5680A
TAMPA, FLORIDA 33607
ATTENTION: BRIAN K. LAMB**

and

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
5680 W. CYPRESS STREET, SUITE 5680A
- TAMPA, FLORIDA 33607
ATTENTION: BRIAN K. LAMB**

with a copy to:

District's Counsel

16. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto. This Agreement supersedes and replaces all previous agreements between the Manager and the District
17. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the District in its adopted Fiscal Year Budget.

(Intentionally left blank)

IN WITNESS WHEREOF, the Board of Supervisors of the SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT has made and executed this Contract on behalf of the District and the Manager have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

W. Lance Ponton
Signature

May 19, 2015
Date

W. LANCE PONTON, Chairman

**DISTRICT MANAGEMENT SERVICES, LLC
d/b/a MERITUS DISTRICTS**

Brian Lamb
Signature

5/19/15
Date

BRIAN LAMB, Manager
(Print Name)

[Signature]
Witness Signature

Witness Signature

Eric Dawson
(Print Name)

(Print Name)

Exhibit "A"
Scope of Services

A. Management Services

1. **District Management Services** - District Management Services to be provided to the CDD shall include the following:
 - Attending all meetings of the Board of Supervisors ("Board") and provide the Board with meaningful dialogue of the issues before the Board for action.
 - Prepare and mail all board agendas and/or meeting books in advance of the meetings.
 - Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
 - Preparation of District Budget.
 - Implementation of budget directives.
 - Preparation of specifications and coordination for the following services:
 - Insurance, General Liability along with Directors and Offices Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
 - Provide all required annual disclosure information to the local government in the County in which the District resides:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statement
 - Ensure compliance with the following statutory requirements:
 - Facilitate, provide workspace and all documentation needed for Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report
 - Proposed Budget
 - Maintain and coordinate with District Engineer and Counsel for the compilation of District Map and Amendments
 - Public Facilities Report
 - Registered Office and Registered Agent
 - Regular Public Meeting Schedule
 - Provide Oath of Office and notary public for all newly elected members of the Board
 - Update District reporting requirements as the legislature periodically updates reporting requirements
2. **Administrative Services** - Recording Secretary Services to be provided to the District shall include the following:
 - Prepare all Board Agendas and coordinate receipt of sufficient material for Board of Supervisors to make informed policy decisions
 - Prepare and advertise all notices of meetings in an authorized newspaper of general circulation in the County in which the District is located
 - Record and prepare minutes of all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearings
 - Record meetings of the Board to maintain an accurate public record
 - Maintain minutes and resolutions in perpetuity for the District and send to the appropriate governmental agencies in accordance with Florida Law
 - Maintain District Seal
 - Postage and Reproduction
 - Printing and Binding of documents
 - Satisfying public records requests in a timely manner

3. Website Development/Maintenance

- Home Page - News, Events and a brief introduction explaining different municipal and non-profit entities (Homeowners Association) involved within the community and its operations.
- Government - Information listing State, County and City (if applicable) involvement with contact information/links.
- Community Development District - Levels of service explanation, responsibilities, budget, monthly agenda/minutes and contact information. Retroactive from the beginning of the current fiscal year.
- Homeowner Association - Information listing explanation, responsibilities, and contact information (as provided by the current HOA Manager).
- Community Events - View events listed on a community calendar.
- Maintain SOUTHERN HILLS PLANTATION II CDD calendar and post all CDD meetings in advance of the meeting date.
- Post monthly meeting books on the District website, which will include proposed meeting minutes.
- Post final meeting minutes on the District website within 30 days of approval by the Board
- Contact CDD Representatives - Submit an inquiry via web e-mail form to designated personnel.

4. Personnel Management Services

- Maintain and update job descriptions for all staff positions
- Provide administrative support for the hiring and management of employees to include obtaining background checks and drug tests, managing employee benefits, maintaining current personnel manual and delivery of payroll checks and insuring all payroll taxes, reports and employee forms are submitted or delivered on time.
- Mediate Employee disputes
- Hiring of key employee staff with input and/or approval from the Board as desired.
- District Manager will conduct an annual review of all supervisory personnel
- District Manager will conduct monthly staff meeting to provide consulting and over-site of resident services and operations.

5. Facilities Management

- Protect and monitor the maintenance and repair of District facilities to include: all structures, improvements and facilities on District land including landscaping, drainage, wetlands, clubhouse and amenities.
- Maintain a task list to insure the prompt and complete resolution of repairs, improvements and significant issues as identified by District Manager and/or approved or directed by the Board of Supervisors.
- Develop, maintain and update a Reserve for Repair and Replacement Schedule to identify, plan and fund major capital repairs or replacements as needed. Include annual review and adjustment of the schedule in annual budget presentation.
- Solicit proposals and/or bids, provide analyses for the Board and oversee all projects which are identified on the Repair and Replacement Schedule or over \$5,000.00 in value.
- Create and maintain site maps and log explaining location of District facilities and insurance information.
- Provide on-call services for emergencies.

6. Field Services

- Monitor all Landscaping, Irrigation, Wetland and Pond Maintenance Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified.
- Provide in-house expertise to provide vendor and staff oversight as it pertains to the maintenance of the District's landscaping, aquatics, and facilities.
- Within the first 30 days of the Agreement, evaluate the performance of all existing operational vendors, the scopes of services under which maintenance is currently conducted, and provide the Board with a report and recommendations.

- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings and evaluation and recommendations to the Board.
- The Operations Manager will personally conduct monthly inspections of all landscaping, facilities and staff and provide reports to the Board.
- Once per month, the Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, pool maintenance vendor, and any other vendor as requested by the Board.
- All tasks and directives to the District's vendors shall be tracked and updated through an action item database specifically tailored to the District's needs.
- The Field Operations Inspector shall conduct community inspections on a minimum of once a month and work with the site employee to develop skills necessary to oversee pool maintenance, access card maintenance and contract compliance. The purpose of the inspections are to identify any community deficiencies, be available to assist the District's employees in their daily tasks, report on vendor progress, and communicate community status and issues to the Operations Manager.
- Schedule and meet with residents and the appropriate staff members and/or vendors to provide direction, assistance and or recommendations as appropriate in response to requests for information or assistance.
- Provide warning letters, cease and desist notices and other appropriate communication in response to violations of rules and policies relating to conservation lands and SWFWMD compliance issues and community rule violations.
- Oversee the process of enforcement of parking rules and other directives as identified by the Board of Supervisors relating to the parks and other District lands.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress. Use web-based task management program and keep current.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide a monthly update to the District Manager for inclusion in his management report to the Board.

7. **Miscellaneous Services** - Miscellaneous Services provided to the District shall include the following:
- Rentals and Leases - Storage and control of public records

B. Financial Services

1. **Accounting** - Accounting Services to be provided to the District shall include the following:
- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
 - Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
 - Modify Preliminary Budget for consideration by Board at the District's advertised Public Hearing
 - Prepare a Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
 - Establish Budget Public Hearing(s) and dates
 - Establish Board workshop dates (if required)
 - Coordinate Budget preparation with District Board, Engineer and Attorney
 - Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
 - Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
 - Prepare Assessment Resolution levying the assessments on the property in the District and assessment roils, unless the preparation of the assessment roles is separately contracted out by the District
 - Prepare and maintain a property database by using information obtained by local Property Appraiser secured roil
 - Review and compare information received from the Property Appraiser to prior years' roils, to ensure that the District roils are in compliance with the law and all pertinent information is reviewed to prepare accurate assessments

- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal
- Act as the primary contact to answer Property Owner questions regarding special assessments, tax, bills, etc.
- Provide payoff information to Property Owner upon request
- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the public.
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Establish and maintain Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for Units of Local Government and Distribution to the State Comptroller
- Prepare Public Depositor's Report and distribution to State Treasurer
- Coordinate and Distribute Annual Public Facilities Report and distribution to appropriate agencies
- Administer purchase order system and periodic payment of invoices
- Coordinate tax collection and miscellaneous receivables
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes
- Prepare all required schedules for year end audit
- Prepare schedule of Bank Reconciliations
- Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
- Prepare analysis of Accounts Receivable
- Prepare schedule of Inter-fund Accounts
- Prepare schedule of Payables from the Governments
- Prepare schedule of all Prepaid Expenses
- Prepare debt Confirmation Schedules
- Prepare schedule of Accounts Payable
- Prepare schedule of Changes in Fund Balances
- Prepare schedule of Assessment Revenue compared to Budget
- Prepare schedule of Interest Income and provide Reasonableness Test
- Prepare schedule of Investments and Accrued Interest
- Prepare analysis of All Other Revenue
- Prepare analysis of Interest expenses and Calculate Accrued Interest Expense at Year End
- Prepare schedule of Operating Transfers
- Prepare schedule of Cash Receipts and Cash Disbursements
- Prepare analysis of Cost of Development and Construction in Progress
- Prepare analysis of Reserves for Encumbrances
- Prepare analysis of Retainage Payable
- Prepare Amortization and Depreciation Schedules
- Prepare General Fixed Asset and General Long-Term Debt Account Groups
- General Fixed Asset Accounting
 - Assets constructed by or donated to the District for maintenance
- Prepare inventory of District property in accordance with the Rules of the Auditor General
- Application of the special assessment allocation methodology and required modifications due to such items as: 1) changes in land uses or densities, 2) re-configured parcels, or 3) platting of lots

- Update special assessments pursuant to the requirements of a true-up mechanism outlined in the special assessment allocation methodology
- Assist in the levy and collection of special assessments and operation and maintenance assessments
- Preparation and certification of the annual non-ad valorem capital and operation and maintenance assessment roll
- Financial or cash flow analysis

2. Investment Management

- Develop an investment policy statement
- Manage the investment process in coordination with the Trustee regarding the purchase and sale of qualified investments
- Maintain adequate accounting statements of all investments
- Provide quarterly presentations to the District

Exhibit "B"

Fee Schedule

Our philosophy with respect to our District Management Service fee is to provide the lowest "all-inclusive" cost for our clients. The fees below represent a flat fee. There will be no additional charges related to printing, production, fax, telephone and travel, within the Scope of Services. This ensures our clients' fee expectations are met efficiently and within budget. We can ensure our ability to meet this objective through the utilization of modern technology and our firm's available resources and commitment to provide the highest level of service.

The fees assessed by Meritus Districts ("Manager") for service is separated based on the needs of the District, determined by development and operational needs.

"All-Inclusive Fees"		
District Management and Financial Services		
	Monthly	Annually
Postponed Activity ²	\$1,000	\$12,000
Operational State ¹	TBD	TBD

NOTATIONS

¹ The Pre-Development/Operational State is defined as the period "beginning with the establishment of the District through the time when the District enters into an agreement to construct District infrastructure improvements, or completes an acquisition of District infrastructure improvements, whether with bond proceeds or otherwise." Development/Operational State is defined when the District enters into the above referenced contracts. Not to exceed 12 meetings per fiscal year, and not to exceed 2 hours per meeting.

² The Postponed Activity State is defined as an extended period (beyond 60 days) of inactivity of development/operational activities (i.e., active pursuit of finance, funding site development contracts or infrastructure maintenance contracts). Not to exceed 3 meetings per fiscal year, or 2 hours per meeting.

³ Residential Services 1 – Additional Management/Financial Services will be required on a graduated basis as the District's residential population increases. The services required will be adjusted on a graduated per unit basis determined annually and relate directly to the need for customer support services, assessment roll services, Community Development District educational services and on-site visit availability. This fee will be billed monthly as part of the Management Fee for the ensuing fiscal year, based on the most current property appraiser's records, available no later than June 30th. As the residential community increases, fees are subject to evaluation for competitiveness.

⁴ Residential Services 2 – Additional Management/Financial Services assessed in the event that a Recreational Amenity Center is constructed and operated as part of the District's Capital Improvement Program and Operations. This fee does not include staffing of the facility and pertains to the operations aspect alone and accounts for additional services required providing accounting, planning and supervisory services. As the residential community increases, fees are subject to evaluation for competitiveness.

⁵ As part of the development part of the state the District Manager will coordinate with the selected Qualified Public Depository and its Investment Officer to insure available funds that are consistent with the District Investment policy or as otherwise directed by the Board.

ADDITIONAL FEE SCHEDULE

The following is the Manager's Additional Fee Schedule based on an all-inclusive service fee anticipating travel, printing, production, phone and fax.

Financial Services:

\$2,500 – Bond Validation Report*
\$24,500 – Master/First Assessment Report
\$15,000 – Second Assessment Report
\$12,500 – Refunding Report
\$3,500 – Initial Collection Logs
\$2,000 – Collection Log Revisions (refunding)
\$150 – Estoppel, per closing platted unit
\$175 – Estoppel, per closing unplatted unit
\$750 – Construction accounting, per month
\$350 – Dissemination Services, per month

**Costs that are payable from the Cost of Issuance Fund* Bond Proceeds, provided however that, in the event the manager provides the following series and the District shall, immediately pay the following costs at the time of termination, subject to any offsets for a termination for "good cause" to Paragraph 3 of this agreement.*

Postage & Mailing Fees: Invoiced at cost plus 5%.

Late Fees: Invoices from the Manager to the District, which remain unpaid 30 days or more past the invoice date, will accrue late fees and interest charges. Late fees will be assessed each month at \$30.00. Interest will accrue at 1.5% per month on the unpaid balance.

Additional Hourly Services: Services as requested, detailed and approved by the Board of Supervisors, in a "not to exceed" total with an estimated hourly and professional requirement, applicable for requested services outside the standard scope of services. The fees for the professionals shall be billed at the following rates:

District Manager	\$225.00 per hour	Financial Consultant	\$175.00 per hour
Accountant	\$ 75.00 per hour	Operations Manager	\$ 75.00 per hour
Secretarial	\$ 45.00 per hour		

RESOLUTION 2016-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATE, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

WHEREAS, Southern Hills Plantation II Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board"), is statutorily authorized to exercise the powers granted to the District, and

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

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

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

Section 1. Regular meetings of the Board of Supervisors of the Southern Hills Plantation II Community Development District, for the Fiscal Year 2017, shall be held as provided on the schedule, which is attached hereto and made a part heretofore, as Exhibit A.

Section 2. In accordance with Section 189.417(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with the Hernando County and the Florida Department of Community Affairs, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF August, 2016.

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**



CHAIRMAN

ATTEST:



SECRETARY

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017**

**SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS REGULAR MEETING SCHEDULE**

FISCAL YEAR 2016/2017

May	12, 2017	10:30 a.m.
August	11, 2017	10:30 a.m.

All meetings will convene at 10:30 a.m. at The Southern Hills Clubhouse located at 4200 Summit View Drive, Brooksville, Florida 34601.

From: Joe Calamari <mailto:jcalamari@coastal-engineering.com>
Sent: Tuesday, September 27, 2016 2:03 PM
To: Brian Howell; Eric Davidson; Brian K. Lamb

Subject: Cascades Work Put on HOLD

Coastal's work with the CDD II and the HOA is currently on HOLD, including renewing the Water Use Permit and any other tasks regarding the CDD and HOA until such a time the foreclosure issues have been resolved and invoices have been paid, etc.. I will request a 90 day extension for the SWFWMD for the water use permit renewal due to the current ongoing issues. Please keep me up to date with any pertinent information. Thank you.

Joe Calamari, P.W.S., L.E.P.
Environmental Division Director
[Coastal Engineering Associates, Inc.](#)
966 Candlelight Boulevard
Brooksville, FL 34601
(352) 796-9423 (main)
(352) 799-8359 (fax)
(352) 279-1022 (mobile)