

**SOUTHERN HILLS
PLANTATION I
COMMUNITY DEVELOPMENT
DISTRICT**

June 12, 2023

**BOARD OF SUPERVISORS
REGULAR
MEETING AGENDA**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Southern Hills Plantation I
Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

June 5, 2023

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

Board of Supervisors
Southern Hills Plantation I Community Development District

Dear Board Members:

The Board of Supervisors of the Southern Hills Plantation I Community Development District will hold a Regular Meeting on June 12, 2023 at 10:00 a.m. at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items*)
3. Ratification of Interlocal Agreement
4. Discussion: Steadfast Environmental, LLC, Waterway Inspection Report – June 2023
5. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2023-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
7. Consideration of Steadfast Environmental, LLC Proposal and Estimates
 - A. 2023 Aquatic Maintenance Proposal
 - B. Estimate 834 [L9II Bush Hog]
 - C. Estimate 835 [L10BB Dirt Peninsula – Remove/Redistribute]
 - D. Estimate 836 [L8BB Wax Myrtle Removal]
 - E. Estimate 837 [L10CC/L5II Outflow Structure Plantings]

- F. Estimate 838 [L5II Peninsula Removal]
- G. Estimate 839 [L200AA Forestry Mulching]
- 8. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 9. Approval of April 10, 2023 Meeting Minutes
- 10. Other Business
- 11. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Coastal Engineering Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 415 Registered Voters in District as of April 15, 2023
- NEXT MEETING DATE: July 10, 2023 at 10:00 AM


○ QUORUM CHECK

SEAT 1	JOHN MCCOSKRIE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RICHARD PAKAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MATT ROMERO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BRIAN MCCAFFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MARGARET BLOOMQUIST	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Supervisors' Requests
- 13. Adjournment

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

Sincerely,


 Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

3

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

(This space reserved for Clerk)

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

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

This Agreement (“Agreement”) is made and entered into this 19th day of May 2023 by and between:

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

District II Share of the Annual Cost shall be paid in two equal installments on January 1 and June 1 of each year unless otherwise agreed to by the Parties in writing. The District II Share may be increased or decreased as set forth in section 5 below.

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

SECTION 5. ANNUAL COST.

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

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

- D. District I shall provide the Committee with invoices, contracts, receipts, and documents to support the Annual Cost. District I shall submit such information for the preceding Fiscal Year and the current Fiscal Year through April 1 to the Committee by April 15 of each Fiscal Year. The Committee shall review and use such information to recommend the Annual Cost for the upcoming Fiscal Year and any changes in each District's share of the Annual Cost, if any. Each District's share of the Annual Cost shall be determined per the percentages set forth in sections 3 and 4 herein through the dates set forth herein and may change thereafter upon determination consistent with the terms set forth in this Agreement and recommended by the Committee to the Districts. The Committee shall recommend the Annual Cost and notify each District of their recommended share prior to the date for approval of each District's annual budget for the upcoming Fiscal Year. The Districts shall review such recommendation individually and shall not unreasonably withhold their approval of the same, which shall be based on the information set forth herein. The Annual Cost may not be increased or decreased by more than ten percent (10%) above the Annual Cost for the prior fiscal year without the approval of all three Districts. The Annual Cost for Fiscal Year 2022-2023 is \$134,640.48 in accordance with the Cost Sharing Example included in Composite Exhibit A.
- E. A District's share of the Annual Cost may be proportionately increased or decreased if the density permitted by law within the District's boundaries is increased or decreased at final build out, which shall be evidenced by the last plat recorded within such district ("Final Plat"). In the event of a change in a District's boundaries, the affected District shall present the changes pursuant to the Final Plat to the other two Districts and a reasonable increase or decrease in such affected District's percentage share of the Annual Cost may be approved by the Committee, presented to the Districts, and adjusted in the next succeeding Fiscal Year, so that each of the Districts may take into account such changes in its budget and assessment levying processes.

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

SECTION 6. NOTICE AND CURE. If any of the Districts are in default in performing any of their respective obligations under this Agreement or in breach of any provision under this Agreement, any non-defaulting District may provide notice to the defaulting District in writing and providing a period of thirty (30) days after receipt of such notice within which to cure such alleged breach or default. Failure to cure within the 30-day cure period will result in a default by the applicable District. Any default regarding payment not cured as provided herein shall accrue interest at a rate of 1% per month until paid. Failure by District I to transmit an invoice to either district shall not constitute a breach or default by District I, and District II and District III hereby recognize the obligation to make payments in accordance with the schedule set forth herein.

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

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

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

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

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

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

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

A. If to District No. I: Southern Hills Plantation I CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams

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

B. If to District No. II: Southern Hills Plantation II CDD
Meritus Corp, 2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Appleton Reiss, PLLC
215 N. Howard Ave, Suite 200
Tampa, Florida 33606
Attn: District Counsel

C. If to District No. III: Southern Hills Plantation III CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Chuck Adams

With a copy to:

Kilinski | Van Wyk PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

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

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

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

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

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

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

SECTION 19. PUBLIC RECORDS. The Districts understand and agree that all documents of any kind provided to the other District in connection with this Agreement may be public records, and, accordingly, the Districts agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. District II acknowledges that the designated public records custodian for District I and District III is **Chuck Adams** ("**Districts I and III Public Records Custodian**"). District I and District III acknowledge that the designated public records custodian for District II is **Brian Lamb** ("**District II Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Districts shall 1) keep and maintain public records required by the Districts to perform the services herein; 2) upon request by a Public Records Custodian, provide the requesting District with the requested

public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if either District does not transfer the records to the other District's Public Records Custodian; and 4) upon completion of the contract, transfer to the other District, at no cost, all public records of the other District in a District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

[signature blocks on following pages]

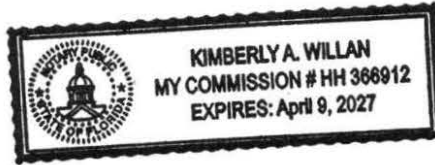
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

Attest:

SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT
DISTRICT

Kimberly A. Willan
Witness

John McSkie
Chairperson, Board of Supervisors



STATE OF FLORIDA)
COUNTY OF Hernando)


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

Kimberly A. Willan
Name: Kimberly A. Willan
Personally Known _____
OR Produced Identification FL DL Exp 10/26
Type of Identification FIDL Exp 10/26

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

Attest:

SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT
DISTRICT



Witness



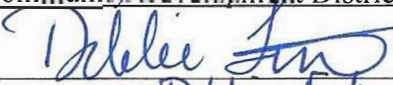
Chairperson, Board of Supervisors

Abdet Rodriguez

STATE OF FLORIDA)
COUNTY OF _____)

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





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

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

Attest:

SOUTHERN HILLS PLANTATION
III COMMUNITY DEVELOPMENT
DISTRICT

[Signature]
Witness

[Signature]
Chairperson, Board of Supervisors

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of May, 2023, by Jim M. Gowan, as Chairman for SH/ C10 III.



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

Composite Exhibit A

Cost Sharing Example
Based upon 2023 Costs

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

* Based upon current contract with Steadfast

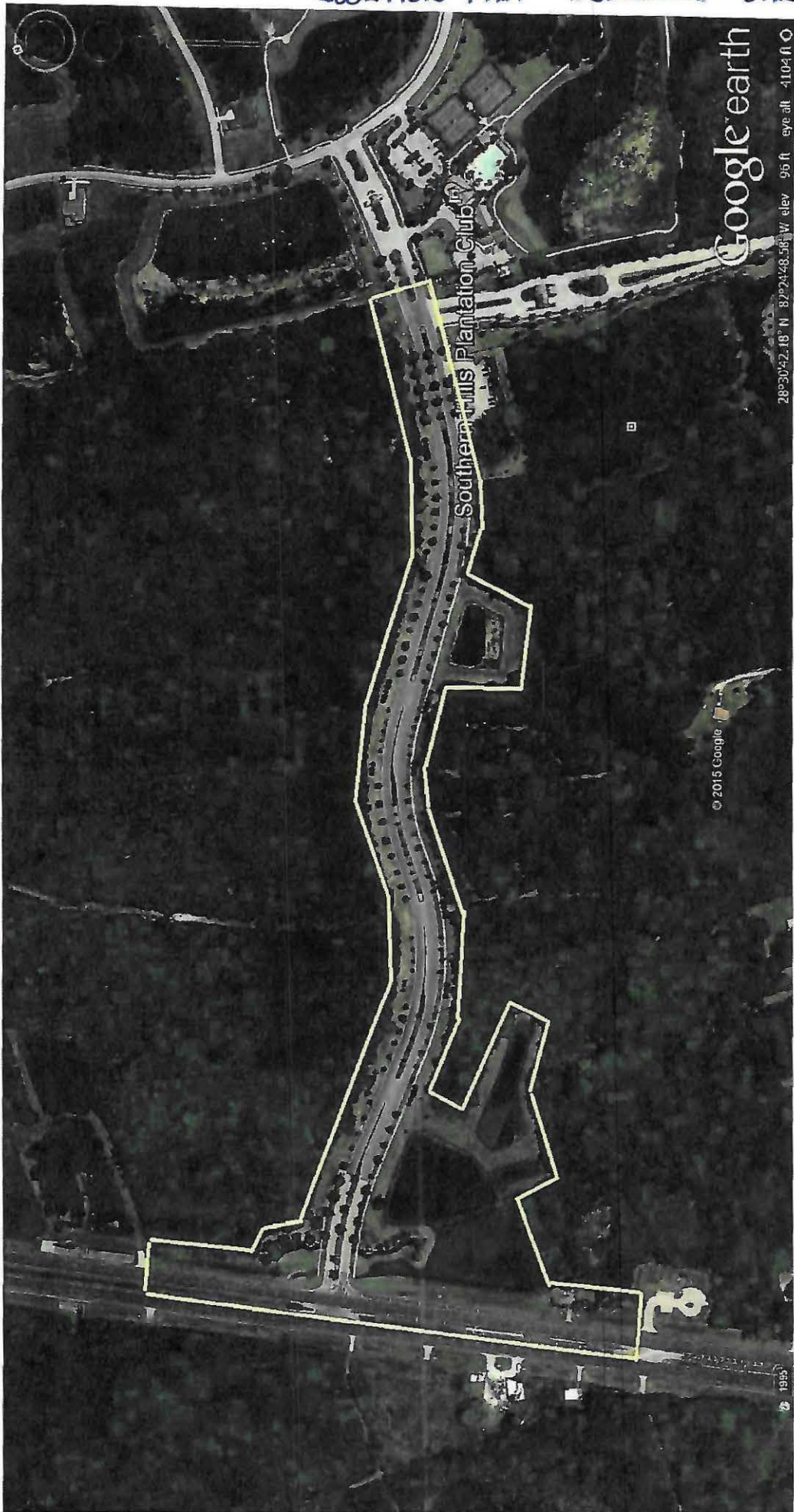
** Based upon 2023 budget. Will be billed monthly based upon actuals incurred for that month.

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

LOCATION MAP BOULEVARD STREET LIGHTING

39 DUAL HEAD POLES

18 SINGLE HEAD POLES



© 2015 Google

1985

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

This Agreement (“Agreement”) is made and entered into this 1 day of February, 2023 by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 1st day of February 2023, by and between:

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Brooksville, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

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

RECITALS

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

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

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

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

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

2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

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

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

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

5. COMPENSATION.

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

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

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

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

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

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

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

9. **INSURANCE.**

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

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

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

10. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to

have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

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

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

**SOUTHERN HILLS PLANTATION
I COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairperson/Vice Chairperson

**STEADFAST CONTRACTORS
ALLIANCE, LLC**


By:  _____
Its: Owner

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

Exhibit A Scope of Services/Compensation



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

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

January 9th, 2023

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

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

We hereby propose the following for your review:

Community Maintenance Program

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

*No locations provided, estimating 450 yards including trenching, if trenching is not required price can be reduced.
**No specific scope and location provided, estimating 100 Bales.
***Estimating 200 at each install rotation.

Additional Services

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

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

*Without trenching.

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

Agreement

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

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

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

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

Landscape Maintenance Program

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



STEADFAST

Steadfast
Maintenance Division

30435 Commerce Drive, Suite 102

San Antonio, FL 33576

844-347-0702 | office@steadfastalliance.com

6. Irrigation

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



Southern Hills Plantation Club

© 2015 Google

Google earth

28°30'42.18" N 82°24'48.58" W elev. 96 ft. eye alt. 4104 ft. O

1995

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. COMPENSATION; TERM.

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

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

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

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

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

SECTION 6. INSURANCE.

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

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

SECTION 7. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parties.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single

copy of this document to physically form one document.

[Remainder of Page Left Blank, Signature Page Follows]

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

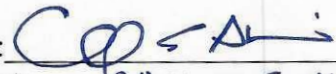
Attest:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**



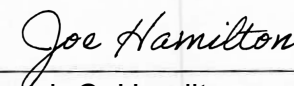
Cleo Adams

Print Name of Witness

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

Attest:

Witness

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

Print Name of Witness

December 20th 2022

Wrathell, Hunt & Associates, LLC.

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

Attn: Brian McCaffrey, Assistant Secretary

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

Program to consist of areas indicated on the attached map.

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

JH 2/16/23

SHARED LAKES
B1, B2 + B3

Occurrence: 3 events/month

Annual Cost: \$46,200.00

3624.⁰⁰ /ANN.

(\$3,850.00 per month)

302.⁰⁰ /MO

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

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

Respectfully yours,

Joseph Hamilton

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

Maintenance Contract

Aquatic Maintenance Program

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

Special Services:

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

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

Maintenance Contract

Aquatic Maintenance Program

1. Prime Ponds (Per Board Direction):

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

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

2. Not Prime Ponds (Per Board Direction):

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

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

3. Dry Areas:

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

Denoted on the maintenance map with forest green.

Compensation

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

Conditions:

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

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

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

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

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

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

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

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

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



Steadfast Representative

Co-Owner / Manager
Title

Signature of Owner or Agent

Title

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

4



Southern Hills Plantation | CDD Aquatics

Inspection Date:

6/2/2023 2:52 PM

Prepared by:

Lee Smith

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: B2

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition overall. Minor amounts of surface algae were observed on one side and will be targeted during next visit. Other side of pond contains an island of nuisance vegetation that is slowly decaying. Our technician will continue to monitor and treat this island accordingly.

WATER:	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
ALGAE:	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
GRASSES:	N/A	<input checked="" type="checkbox"/> Minimal	Moderate Substantial
NUISANCE SPECIES OBSERVED:			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears Chara
	Hydrilla	Slender Spikerush	Other:

SITE: B3

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Minor amounts of surface algae were observed along the edge of this pond. Littoral shelf is being maintained nicely but still contains some nuisance species. Some nuisance grasses were found within the water on one side of the pond and will be targeted during future maintenance events.

WATER:	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
ALGAE:	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
GRASSES:	N/A	Minimal	<input checked="" type="checkbox"/> Moderate Substantial
NUISANCE SPECIES OBSERVED:			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears Chara
	Hydrilla	Slender Spikerush	Other:

Inspection Report

SITE: L-5AA

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition. The Perimeter contains a layer of grasses that include beneficial gulf coast Spikerush with torpedo grass intertwined within. The littoral shelf contains a moderate amount of nuisance vegetation, much of which is in a state of decay. Our technician is maintaining a nice buffer around this littoral shelf as well. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails

SITE: L-5II

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Overall, this pond is in excellent condition. Water levels have risen and the littoral shelf is finally underwater again. There is still one small exposed area that contains minor amounts of decaying grasses. There is also some nuisance grasses found within the water as well. Our technician will continue to routinely treat and monitor.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears Chara
	Hydrilla	Slender Spikerush	Other:

Inspection Report

SITE: L-8BB

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Minor amounts of decaying surface algae were observed around the perimeter of this pond. Nuisance grasses were present in moderate amounts throughout and on the littoral shelf. The littoral shelf is being closely monitored and treated for any nuisance vegetation. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	<input checked="" type="checkbox"/> Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

SITE: L-9CC

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Minor amounts of surface algae and Torpedo grass were present along the edge of this pond. No other major issues observed. Technician will target these nuisance species during next maintenance event.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

Inspection Report

SITE: L-911

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is in great condition. The littoral shelf has a nice buffer around it and the nuisance species found within it are slowly decaying. Minor amounts of surface algae are present along the edge. Most nuisance grasses present are dying from previous treatment, but there is still some Torpedo grass found around the perimeter. The green tint indicates the presence of Planktonic algae. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input checked="" type="checkbox"/> Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears Chara
	Hydrilla	Slender Spikerush	Other:

SITE: L-10AA

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No major algae growth was observed in this pond. Main nuisance vegetation observed were nuisance grasses along the shoreline and within the littoral shelf. Most of these grasses appear to be in a state of decay from prior treatment. Beneficial vegetation in the littoral shelf is in healthy condition and will continue to be monitored.

<u>WATER:</u>	Clear	Turbid	<input checked="" type="checkbox"/> Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input checked="" type="checkbox"/> Pennywort	Babytears Chara
	Hydrilla	Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails

Inspection Report

SITE: L-11AA

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This site is completely dry. Site contains a number of different vegetation, beneficial and nuisance. A good amount of the grasses found within this site are in a state of decay. A nice buffer is being maintained and is preventing any nuisance vegetation from expanding. Routine maintenance and monitoring will occur here.

WATER:	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
ALGAE:	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
GRASSES:	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
NUISANCE SPECIES OBSERVED:				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: L-15HH

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond contains a significant amount of surface and subsurface algae. Nuisance grasses are also present in moderate amounts around the perimeter. The littoral shelf has a buffer of decaying vegetation around it, but could still be in better condition as well. Technician will continue to monitor and treat this pond accordingly until we get it to an acceptable state.

WATER:	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
ALGAE:	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous	
		Planktonic	Cyanobacteria	
GRASSES:	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
NUISANCE SPECIES OBSERVED:				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails	

MANAGEMENT SUMMARY



With June having just started, we have at last entered summer. Currently conditions are suited to favor growth. Humidity levels have rapidly spiked. Daytime temperatures continue to rise, most having recently reached the mid 90's. Though recent rainfall has raised the water levels across several ponds, and has helped to decrease algae within the ponds and helped to circulate water, more rain is still needed. These hot, nutrient-dense pools are producing algal activity at a much higher rate than typically observed.

Across the inspected areas, many ponds are in great condition. Shoreline grasses were still present in moderate amounts and will be a main focus for technicians going forward. Many of these grasses appeared to be slowly decaying from previous treatment, and will continue to be treated accordingly. Algae has cleared up in several ponds, but is still present in moderate amounts in others. Those ponds that still contain notable amounts of algae will be on our technician's radar for future visits. Some ponds simply require light touch ups to stay in good health during the pre-summer conditions. Proceeding treatments will continue to combat any new growth that pops up between visits, as the growing season looms. Rains have improved pond conditions favorably, and should continue to improve them as we move into the rainy, summer months.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to heavily overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

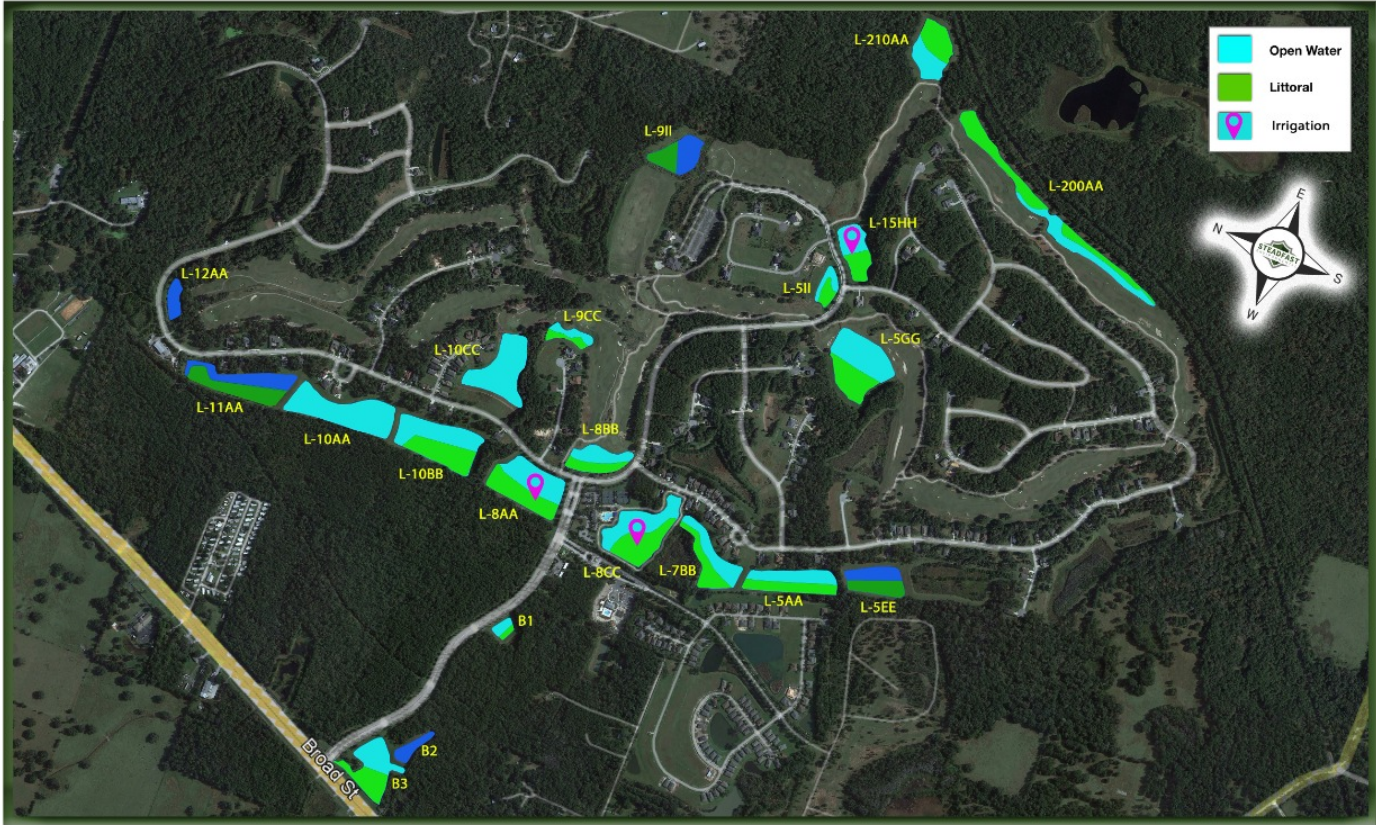
Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



SOUTHERN HILLS PLANTATION I CDD

19850 Southern Hills Blvd, Brooksville



**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2023-03

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

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

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

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

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

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

DATE: _____

HOUR: _____

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

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

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

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

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

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

PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2023.

ATTEST:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

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

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

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ 316,677				\$ 246,020
Allowable discounts (4%)	(12,667)				(9,841)
Assessment levy: on-roll: net	304,010	\$ 267,310	\$ 36,700	\$ 304,010	236,179
Assessment levy: off-roll	49,556	37,167	12,389	49,556	38,499
Lot Closings	-	10,804	-	10,804	-
CDD II shared costs payment	70,016	-	70,016	70,016	25,000
CDD III shared costs payment	45,529	-	45,529	45,529	31,431
Interest and miscellaneous	250	2	248	250	250
Total revenues	469,361	315,283	164,882	480,165	331,359
EXPENDITURES					
Professional & administrative					
Legislative					
Supervisor	7,600	4,600	3,000	7,600	5,400
Financial & Administrative					
District management	30,000	15,000	15,000	30,000	30,000
District engineer	7,500	1,503	1,500	3,003	2,500
Dissemination agent	2,500	1,250	1,250	2,500	2,500
Trustee	4,300	-	4,300	4,300	4,300
Tax collector	12,667	11,681	986	12,667	9,841
Auditing services	3,250	-	3,250	3,250	3,250
Arbitrage rebate calculation	650	-	650	650	650
Public officials liability insurance	6,200	5,570	-	5,570	6,200
Legal advertising	750	130	620	750	750
Bank fees	600	-	600	600	600
Dues, licenses & fees	175	175	-	175	175
Website	790	-	790	790	790
ADA website compliance	210	-	210	210	210
Postage	500	541	250	791	500
Office supplies	150	391	200	591	500
Legal counsel					
District counsel	15,000	19,572	10,000	29,572	15,000
Electric utility services					
Street lights	28,000	7,130	25,000	32,130	34,700
Stormwater control					
Aquatic maintenance	39,000	11,045	23,100	34,145	46,200
Lake/pond bank maintenance	39,500	28,705	25,000	53,705	51,000
Aquatic plant replacement/weeding	5,000	-	2,500	2,500	2,500
Lake/pond repair	6,900	332	3,000	3,332	2,500

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

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
Other physical environment					
Property insurance	9,800	8,999	-	8,999	9,800
Entry & walls maintenance	2,500	-	2,500	2,500	2,500
Landscape maintenance	85,800	22,511	63,289	85,800	86,500
Irrigation repairs & maintenance	10,000	774	9,226	10,000	10,000
Landscape replacement plants, shrubs, trees	50,000	-	10,000	10,000	5,000
Culvert inspection and cleaning	10,000	-	2,500	2,500	2,500
Holiday decorations	15,000	5,544	-	5,544	7,500
Miscellaneous contingency	75,016	693	5,000	5,693	2,500
Total expenditures	<u>469,358</u>	<u>146,146</u>	<u>213,721</u>	<u>359,867</u>	<u>346,366</u>
Excess/(deficiency) of revenues over/(under) expenditures	3	169,137	(48,839)	120,298	(15,007)
Fund balance - beginning (unaudited)	880,591	1,036,280	1,205,417	1,036,280	1,156,578
Fund balance - ending (projected)	<u>\$ 880,594</u>	<u>\$ 1,205,417</u>	<u>\$ 1,156,578</u>	<u>\$ 1,156,578</u>	<u>\$ 1,141,571</u>

Note: 87k of excess revenues is intended to account for the high probability that 216.74 ERUs will continue to not pay assessments in FY 2024

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

EXPENDITURES

Legislative

Supervisor	\$ 5,400
Statutorily set at \$200 per Supervisor (plus applicable taxes) for each meeting of the Board of Supervisors, not to exceed \$4,800 for each fiscal year.	
District management	30,000
Wrathell, Hunt and Associates, LLC, specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings and operate and maintain the assets of the community.	
District engineer	2,500
Provides engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Dissemination agent	2,500
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Service included under Management.	
Trustee	4,300
Annual fees paid to U.S. Bank for services provided as trustee, paying agent and registrar.	
Tax collector	9,841
Covers the cost of utilizing the Tax Collector services in placing the District's assessments on the property tax bill each year. The fee is 2% of the amount collected on the tax roll.	
Auditing services	3,250
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the rules and guidelines of the Florida Auditor General.	
Arbitrage rebate calculation	650
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Public officials liability insurance	6,200
Legal advertising	750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Bank fees	600
Dues, licenses & fees	175
Includes the annual fee paid to the Department of Economic Opportunity.	
Website	790
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
ADA website compliance	210
Postage	500
Office supplies	500

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

EXPENDITURES (continued)

District counsel 15,000

Provides on-going general counsel legal representation and, in this arena, these lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.

Electric utility services

Street lights 34,700

Intended to cover the costs of electricity for all street lighting within the District.

Stormwater control

Aquatic maintenance 46,200

The District contracts with a qualified and licensed contractor for the maintenance of its storm water lakes.

Lake/pond bank maintenance 51,000

Intended to address lake and pond bank erosion remediation on an as needed basis.

Aquatic plant replacement/weeding 2,500

Intended to supplement the existing beneficial aquatic plant program.

Lake/pond repair 2,500

Covers periodic repairs to pond banks, culverts or other associated structures.

Other physical environment

Property insurance 9,800

Covers District physical property including but not limited to the entry features, street lighting, clock tower etc..

Entry & walls maintenance 2,500

Intended to cover the routine maintenance of the entry features, including pressure washing, painting, lighting etc.

EXPENDITURES (continued)

Landscape maintenance 86,500

The District contracts with a qualified and licensed landscape maintenance contractor for the maintenance of its landscaping

Irrigation repairs & maintenance 10,000

Intended to cover the irrigation repairs within the District's landscape areas.

Landscape replacement plants, shrubs, trees 5,000

Intended to cover the periodic supplement and replacement of landscape plant materials within the District's landscape areas.

Holiday decorations 7,500

Intended to cover the cost of installation, monitoring/repairing and removal of holiday lighting.

Contingency

Miscellaneous contingency 2,500

Automated AP routing and other miscellaneous items

Total expenditures \$ 346,366

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2011
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Special assessment - on-roll - A1	\$522,346				\$521,469
Special assessment - on-roll - A2	289,672				289,672
Allowable discounts (4%)	(32,481)				(32,446)
Assessment levy: net	779,537	\$ 678,389	\$ 101,148	\$ 779,537	778,695
Special assessment - off-roll - A-2	185,983	-	185,983	185,983	185,983
Assessment prepayments	-	6,349	-	6,349	-
Interest	-	18,099	-	18,099	-
Total revenues	<u>965,520</u>	<u>702,837</u>	<u>287,131</u>	<u>989,968</u>	<u>964,678</u>
EXPENDITURES					
Debt service					
Principal - A1	235,000	240,000	-	240,000	250,000
Principal - A2	190,000	-	190,000	190,000	200,000
Interest - A1	256,650	146,882	109,768	256,650	243,020
Interest - A2	206,480	113,390	93,090	206,480	195,460
Legal Fees	4,632	2,201	2,431	4,632	4,632
Total debt service	<u>892,762</u>	<u>502,473</u>	<u>395,289</u>	<u>897,762</u>	<u>893,112</u>
Other fees & charges					
Property Appraiser	16,240	-	16,240	16,240	16,223
Tax collector	16,240	29,644	(13,404)	16,240	16,223
Total other fees & charges	<u>32,480</u>	<u>29,644</u>	<u>2,836</u>	<u>32,480</u>	<u>32,446</u>
Total expenditures	<u>925,242</u>	<u>532,117</u>	<u>398,125</u>	<u>930,242</u>	<u>925,558</u>
Fund balance:					
Net increase/(decrease) in fund balance	40,278	170,720	(110,994)	59,726	39,120
Beginning fund balance (unaudited)	1,159,345	1,239,934	1,410,654	1,239,934	1,299,660
Ending fund balance (projected)	<u>\$1,199,623</u>	<u>\$1,410,654</u>	<u>\$1,299,660</u>	<u>\$ 1,299,660</u>	<u>1,338,780</u>
Use of fund balance:					
Debt service reserve account balance (required) - A1					(516,609)
Debt service reserve account balance (required) - A2					(78,539)
Interest expense - November 1, 2024 (A1)					(114,260)
Interest expense - November 1, 2024 (A2)					(91,930)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 537,442</u>

SOUTHERN HILLS PLANTATION I

Community Development District

Series 2011A-1

\$12,505,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		121,510.00	121,510.00
05/01/2024	250,000.00	5.800%	121,510.00	371,510.00
11/01/2024	-		114,260.00	114,260.00
05/01/2025	265,000.00	5.800%	114,260.00	379,260.00
11/01/2025	-		106,575.00	106,575.00
05/01/2026	280,000.00	5.800%	106,575.00	386,575.00
11/01/2026	-		98,455.00	98,455.00
05/01/2027	295,000.00	5.800%	98,455.00	393,455.00
11/01/2027	-		89,900.00	89,900.00
05/01/2028	315,000.00	5.800%	89,900.00	404,900.00
11/01/2028	-		80,765.00	80,765.00
05/01/2029	330,000.00	5.800%	80,765.00	410,765.00
11/01/2029	-		71,195.00	71,195.00
05/01/2030	350,000.00	5.800%	71,195.00	421,195.00
11/01/2030	-		61,045.00	61,045.00
05/01/2031	375,000.00	5.800%	61,045.00	436,045.00
11/01/2031	-		50,170.00	50,170.00
05/01/2032	395,000.00	5.800%	50,170.00	445,170.00
11/01/2032	-		38,715.00	38,715.00
05/01/2033	420,000.00	5.800%	38,715.00	458,715.00
11/01/2033	-		26,535.00	26,535.00
05/01/2034	445,000.00	5.800%	26,535.00	471,535.00
11/01/2034	-		13,630.00	13,630.00
05/01/2035	470,000.00	5.800%	13,630.00	483,630.00
Total	\$4,190,000.00		\$1,745,510.00	\$5,935,510.00

SOUTHERN HILLS PLANTATION I

Community Development District

Series 2011A-2

\$13,860,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		97,730.00	97,730.00
05/01/2024	200,000.00	5.800%	97,730.00	297,730.00
11/01/2024	-		91,930.00	91,930.00
05/01/2025	210,000.00	5.800%	91,930.00	301,930.00
11/01/2025	-		85,840.00	85,840.00
05/01/2026	225,000.00	5.800%	85,840.00	310,840.00
11/01/2026	-		79,315.00	79,315.00
05/01/2027	240,000.00	5.800%	79,315.00	319,315.00
11/01/2027	-		72,355.00	72,355.00
05/01/2028	250,000.00	5.800%	72,355.00	322,355.00
11/01/2028	-		65,105.00	65,105.00
05/01/2029	265,000.00	5.800%	65,105.00	330,105.00
11/01/2029	-		57,420.00	57,420.00
05/01/2030	285,000.00	5.800%	57,420.00	342,420.00
11/01/2030	-		49,155.00	49,155.00
05/01/2031	300,000.00	5.800%	49,155.00	349,155.00
11/01/2031	-		40,455.00	40,455.00
05/01/2032	320,000.00	5.800%	40,455.00	360,455.00
11/01/2032	-		31,175.00	31,175.00
05/01/2033	335,000.00	5.800%	31,175.00	366,175.00
11/01/2033	-		21,460.00	21,460.00
05/01/2034	360,000.00	5.800%	21,460.00	381,460.00
11/01/2034	-		11,020.00	11,020.00
05/01/2035	380,000.00	5.800%	11,020.00	391,020.00
Total	\$3,370,000.00		\$1,405,920.00	\$4,775,920.00

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
PROJECTED ASSESSMENTS
GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2024**

*** Preliminary and may change based on Hernando County roll information ***

Platted Units

Number of Units	Number of Units Paying GF	Number of Units Paying DSF	Unit Type	Projected Fiscal Year 2024			FY 23 Assessment
				GF	DSF	GF & DSF	
<u>Series 2011A-1 Bond Units</u>							
46	46	46	Single Family 50'	\$ 186.28	\$ 782.69	\$ 968.97	\$ 1,022.47
43	43	41	Single Family 65'	242.16	877.59	1,119.75	1,189.30
341	331	287	Single Family 80'	298.05	972.49	1,270.54	1,356.14
94	94	91	Single Family 100'	372.56	1,098.01	1,470.57	1,577.57
57	56	54	Single Family 120'	447.07	1,304.82	1,751.89	1,880.29
581	570	519					
<u>Series 2011A-2 Bond Units</u>							
5	5	5	Club Villa	167.65	923.75	1,091.40	1,139.55
24	24	24	Single Family 50'	186.28	1,026.39	1,212.67	1,266.17
99	99	94	Single Family 65'	242.16	1,150.84	1,393.00	1,462.55
49	49	49	Single Family 80'	298.05	1,275.30	1,573.35	1,658.95
38	38	35	Single Family 100'	372.56	1,439.89	1,812.45	1,919.45
23	23	23	Single Family 120'	447.07	1,711.11	2,158.18	2,286.58
238	238	230					
819	808	749					

Unplatted Units

Number of Units	Number of Units Paying GF	Number of Units Paying DSF	Unit Type	Projected Fiscal Year 2024			FY 23 Assessment
				GF	DSF	GF & DSF	
<u>Series 2011A-2 Bond Units</u>							
45	45	45	Club Villa	\$ 154.24	\$ 849.85	\$ 1,004.09	\$ 1,048.39
79	79	79	Single Family 50'	171.38	944.28	1,115.66	1,164.88
58	58	58	Single Family 65'	222.79	1,058.77	1,281.56	1,345.55
10	10	10	Single Family 80'	274.21	1,173.28	1,447.49	1,526.24
6.87	6.87	6.87	Golf Course	342.76	-	342.76	441.20
199	199	199					
1,018	1,007	948					

Note: Based on assumption that all parcels that were subject to Hernando County exemptions will be able to be billed for GF and DS on-roll

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2023-04

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 12th day of June, 2023.

Attest:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

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

Exception *

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

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7A

2023

STEADFAST

ENVIRONMENTAL



Wrathell, Hunt & Associates, LLC.
Proposal for Aquatics:
Southern Hills Plantation CDD
Southern Hills Blvd Brooksville, FL





STEADFAST

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

June 1st 2023

Wrathell, Hunt & Associates, LLC.

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

Attn: Brian McCaffrey, Assistant Secretary

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

Program to consist of areas indicated on the attached map.

Area to be serviced measures **35,858 LF & 67.94 AC.**

Occurrence: **3** events/month

Annual Cost: **\$32,340.00**

(\$**2,695**.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

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

Respectfully yours,



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

Maintenance Contract

Aquatic Maintenance Program

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

Special Services:

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

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

Maintenance Contract

Aquatic Maintenance Program

1. **Prime Ponds (Per Board Direction):**

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

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

2. **Not Prime Ponds (Per Board Direction):**

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

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

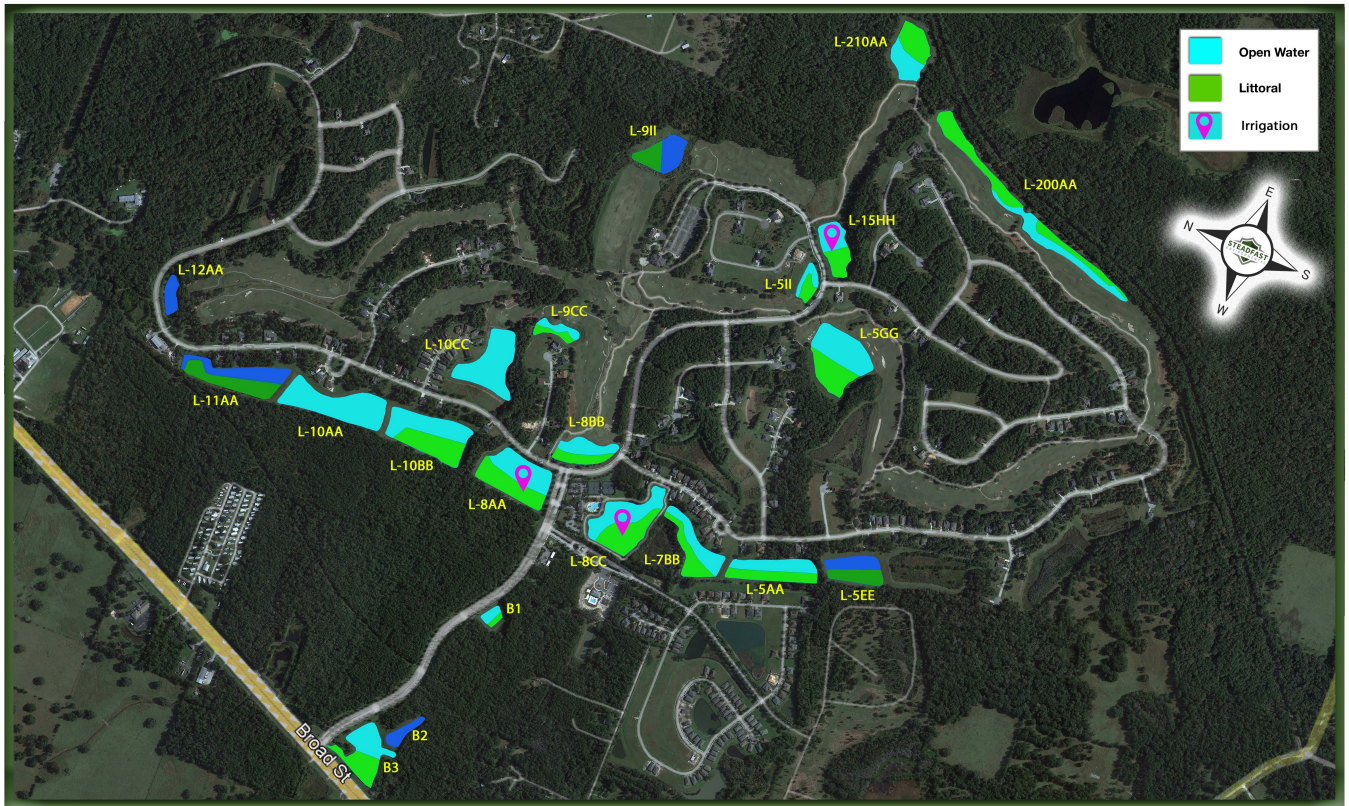
3. **Irrigation Ponds:**

8AA, 8CC, & 15HH are irrigation ponds. Under no circumstances are ubiquitous herbicides/treatments such as SONAR or Clipper to be administered to this pond for vegetation control without the cooperation of the course staff.



SOUTHERN HILLS PLANTATION I CDD

19850 Southern Hills Blvd, Brooksville



Agreement

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

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

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

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



Compensation

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

Conditions:

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

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

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

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

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

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

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

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

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

Joe Hamilton

Steadfast Representative

Co-Owner / Manager

Title

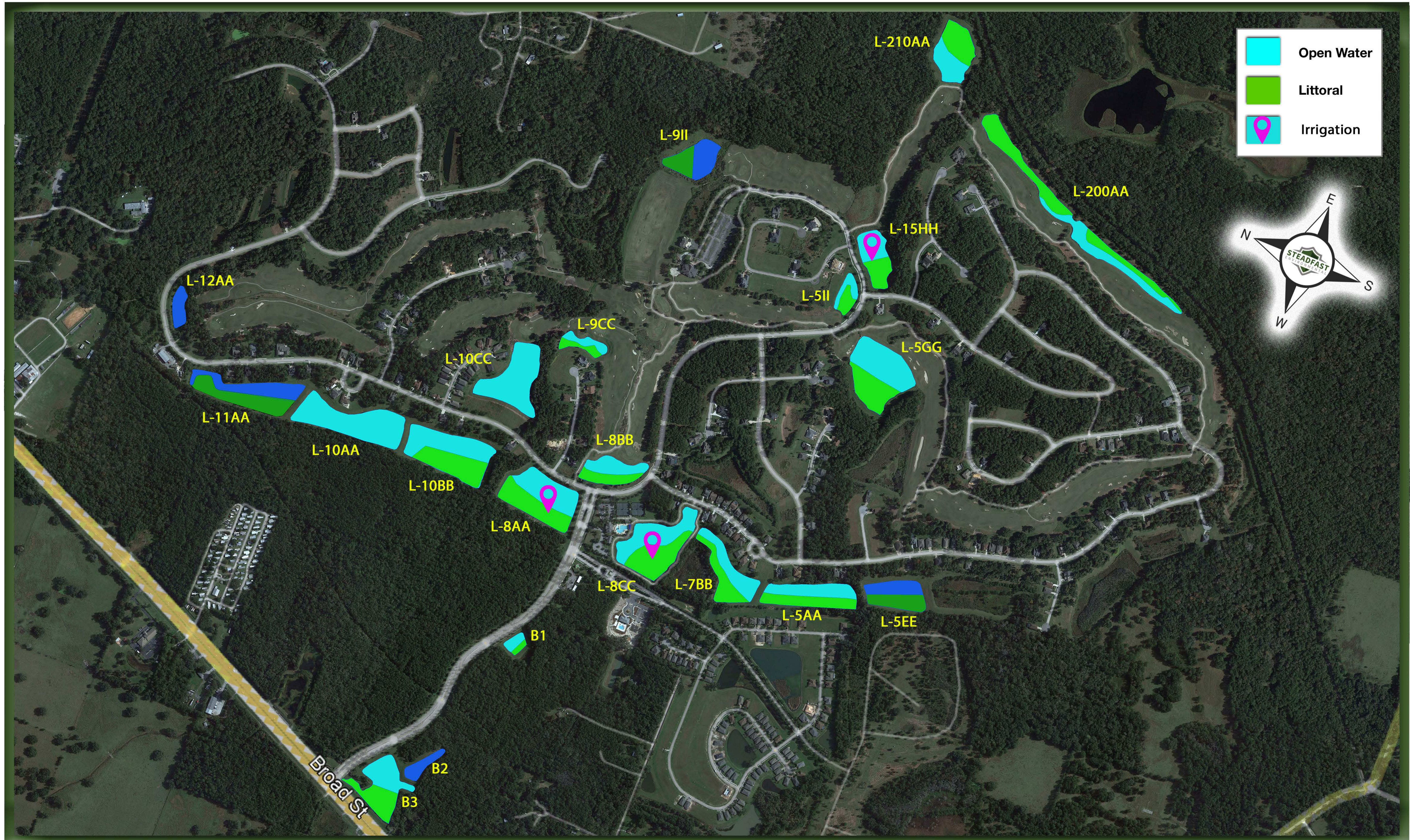
Signature of Owner or Agent

Title



SOUTHERN HILLS PLANTATION I CDD

19850 Southern Hills Blvd, Brooksville



**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7B



Steadfast Environmental, LLC
FKA Flatwoods Environmental
 30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 834

Customer Information		Project Information	
Southern Hills CDD c/o Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431		L9II Bush hog	
Contact		L9II Bush Hog	
Phone		Proposal Prepared By:	Joe Hamilton
E-mail	btimbuckeye@verizon.net	Type Of Work	Bush Hog
Account #			

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Bush Hog south side pond bank that was previously forestry mulched. Est. Timeframe - 1 Day	1	1,200.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$1,200.00
--------------	------------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7C



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 835

Customer Information		Project Information L10BB Dirt Peninsula Removal/R...	
Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431	Contact	L10BB Dirt Peninsula Remove / Re-distribute	
	Phone		
	E-mail btmuckeye@verizon.net	Proposal Prepared By:	Joe Hamilton
	Account #	Type Of Work	Dirt Removal

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Removal / Re-distribution of sediment along homeowner shoreline that has created two peninsulas within pond L10BB. Crews to utilize vacant lots to access the area with a mini-excavator, dump trailer and misc hand tools to complete the scope. Dirt to be first distributed along pond banks and spread even/ equal to existing grade. Excess to be hauled off site for disposal. Timeframe 2-3 Days.	1	3,260.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$3,260.00
--------------	------------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7D



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 836

Customer Information		Project Information	
Southern Hills CDD Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431		L8BB Wax Myrtle Removal	
Contact		L8BB Wax Myrtle Removal	
Phone			
E-mail	btmpuckeye@verizon.net	Proposal Prepared By:	Joe Hamilton
Account #		Type Of Work	Tree Removal

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Removal and off site disposal of all wax myrtle growth along west shoreline of pond L8BB. Vegetation to be flush cut, any exposed root or stump to be painted with Garlon 3A to prevent re-growth. Est. Timeframe 0.5 Days	1	450.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$450.00
--------------	----------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7E



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 837

Customer Information		Project Information Native Plantings L10CC / L5II Ou...	
Southern Hills CDD Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431	Contact	L10CC / L5II Outflow structure plantings	
	Phone		
	E-mail btmuckeye@verizon.net	Proposal Prepared By:	Joe Hamilton
	Account #	Type Of Work	Planting

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Installation of Thalia (Alligator Flag) Plants in front of out flow structures where visible from the roadside or homeowner view in order to hide them for aesthetic purposes. Aquatic plants are installed in container grown sizes only, will take a few months to fully establish and begin hiding structures. Timeframe - 1 Day	1	300.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$300.00
--------------	----------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7F



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 838

Customer Information		Project Information	
Southern Hills CDD Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431		L5II Dirt Peninsula Removal	
Contact		L5II Peninsula Removal	
Phone		Proposal Prepared By:	Joe Hamilton
E-mail	btmluckeye@verizon.net	Type Of Work	Excavation
Account #			

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Removal and re-distribution of sediment on pond L5II (west side of pond). A dirt peninsula is consistently exposed, even at high water levels. Scope of work would be to eliminate this occurrence. Utilization of mini excavator to move sediment, most will be redistributed along shoreline to match existing grade, excess to be hauled off site for disposal. Est. Timeframe - 1 Day	1	900.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$900.00
--------------	----------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7G



Steadfast Environmental, LLC

FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 6/2/2023 **Proposal #** 839

Customer Information		Project Information	
Southern Hills CDD Wrathall Hunt & Associates LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431		L200AA Forestry Mulching	
Contact		L200AA Forestry Mulching	
Phone		Proposal Prepared By:	Joe Hamilton
E-mail	btmluckeye@verizon.net	Type Of Work	Mulching
Account #			

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Forestry Mulching of L200AA Littoral shelf North east corner. Any vegetation equal to or less than 10-12 feet tall to be cut and finely mulched in place. Operator will move the machine as south as possible on the shelf until it is too soft for operation. Time frame - 2 Days.	1	3,000.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$3,000.00
--------------	------------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2023**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Wells Fargo	\$ 838,542	\$ -	\$ 838,542
SBA	95	-	95
Undeposited funds	-	7,749	7,749
Investments			
Revenue - A1	-	432,427	432,427
Revenue - A2	-	347,815	347,815
Reserve - A1	-	506,407	506,407
Reserve - A2	-	79,786	79,786
Interest - A1	-	12	12
Interest - A2	-	10	10
Prepayment - A1	-	6,387	6,387
Prepayment - A2	-	728	728
Cost of Issuance	-	18,417	18,417
Due from Developer	-	325,470	325,470
Assessments receivable - on-roll	-	46,287	46,287
Assessments receivable - off-roll	170,267	743,931	914,198
Allowance for uncollectable receivable	(152,142)	(19,567)	(171,709)
Due from Southern Hills II	134,860	-	134,860
Due from Southern Hills III	12,027	-	12,027
Deposits	2,919	-	2,919
Total assets	<u>\$ 1,006,568</u>	<u>\$ 2,495,859</u>	<u>\$ 3,502,427</u>
LIABILITIES			
Liabilities			
Accounts payable	33,465	-	33,465
Due to Developer	37	-	37
Matured Bonds Payable A1	-	240,000	240,000
Matured Bonds Payable A2	-	350,000	350,000
Total liabilities	<u>33,502</u>	<u>590,000</u>	<u>623,502</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	4,115	1,069,401	1,073,516
Unearned revenue	758	-	758
Total deferred inflows of resources	<u>4,873</u>	<u>1,069,401</u>	<u>1,074,274</u>
Fund balances			
Restricted for:			
Debt service	-	836,458	836,458
Unassigned	968,193	-	968,193
Total fund balances	<u>968,193</u>	<u>836,458</u>	<u>1,804,651</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,006,568</u>	<u>\$ 2,495,859</u>	<u>\$ 3,502,427</u>

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ 4,251	\$ 271,561	\$ 304,010	89%
Special assessments: off-roll	-	37,167	49,556	75%
Lot closings	-	10,804	-	N/A
CDD II shared costs payment	-	-	70,016	0%
CDD III shared costs payment	-	-	45,529	0%
Interest & miscellaneous	-	2	250	1%
Total revenues	<u>4,251</u>	<u>319,534</u>	<u>469,361</u>	68%
EXPENDITURES				
Professional & administrative				
Legislative				
Supervisor fees	800	5,400	7,600	71%
Financial & administrative				
Management	2,500	17,500	30,000	58%
Engineering	250	1,753	7,500	23%
Dissemination agent	208	1,458	2,500	58%
Trustee	-	-	4,300	0%
Audit	-	-	3,250	0%
Arbitrage rebate calculation	-	-	650	0%
Insurance: public officials liability	-	5,570	6,200	90%
Legal advertising	-	130	750	17%
Bank fees	-	-	600	0%
Annual district filing fee	-	175	175	100%
Website	-	-	790	0%
ADA website compliance	-	-	210	0%
Postage	145	685	500	137%
Office supplies	-	391	150	261%
Legal counsel				
District counsel	-	19,572	15,000	130%
Total professional & administrative	<u>3,903</u>	<u>52,634</u>	<u>80,175</u>	66%

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Electric utility services				
Street lights	1,218	8,348	28,000	30%
Stormwater control				
Lake/pond bank maintenance	-	28,705	39,500	73%
Aquatic maintenance	-	11,045	39,000	28%
Aquatic plant replacement	-	-	5,000	0%
Lake/pond repair	-	332	6,900	5%
Other physical environment				
Insurance: property	-	8,999	9,800	92%
Entry & walls maintenance	-	-	2,500	0%
Landscape maintenance	1,665	24,176	85,800	28%
Holiday decorations	-	5,544	15,000	37%
Irrigation repairs & maintenance	334	1,109	10,000	11%
Landscape replacement	-	-	50,000	0%
Culvert inspection and cleaning	-	-	10,000	0%
Contingency				
Miscellaneous contingency	-	693	75,016	1%
Total field operations	<u>3,217</u>	<u>88,951</u>	<u>376,516</u>	24%
Other fees and charges				
Tax collector	85	11,766	12,667	93%
Total other fees and charges	<u>85</u>	<u>11,766</u>	<u>12,667</u>	93%
Total expenditures	<u>7,205</u>	<u>153,351</u>	<u>469,358</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	(2,954)	166,183	3	
Fund balance - beginning	971,147	802,010	880,591	
Fund balance - ending	<u>\$ 968,193</u>	<u>\$ 968,193</u>	<u>\$ 880,594</u>	

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2011
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ 10,789	\$ 689,178	\$ 779,537	88%
Special assessments: off-roll	-	-	185,983	0%
Assessment prepayment	-	6,349	-	N/A
Interest	5,230	23,329	-	N/A
Total revenues	<u>16,019</u>	<u>718,856</u>	<u>965,520</u>	74%
EXPENDITURES				
Principal - A1	-	240,000	235,000	102%
Principal - A2	-	-	190,000	0%
Interest - A1	-	146,882	256,650	57%
Interest - A2	-	113,390	206,480	55%
Legal fees	-	2,201	4,632	48%
Total expenditures	<u>-</u>	<u>502,473</u>	<u>892,762</u>	56%
Other fees and charges				
Property appraiser	-	-	16,240	0%
Tax collector	215	29,859	16,240	184%
Total other fees and charges	<u>215</u>	<u>29,859</u>	<u>32,480</u>	92%
Total expenditures	<u>215</u>	<u>532,332</u>	<u>925,242</u>	58%
Excess/(deficiency) of revenues over/(under) expenditures	15,804	186,524	40,278	
Fund balance - beginning	820,654	649,934	1,159,345	
Fund balance - ending	<u>\$ 836,458</u>	<u>\$ 836,458</u>	<u>\$ 1,199,623</u>	

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Southern Hills Plantation I Community Development District held a Regular Meeting on April 10, 2023 at 10:00 a.m., at the Southern Hills Plantation Clubhouse, located at 4200 Summit View Drive, Brooksville, Florida 34601.

Present at the meeting were:

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

Also present were:

Chuck Adams	District Manager
Jennifer Kilinski	District Counsel
Grace Kobitter	Kilinski Van Wyk PLLC
Chris Wallen/Joe Hamilton	Steadfast Environmental, LLC (Steadfast)
Jim McGowan	Southern Hills Plantation III Board Member

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. Supervisors McCoskrie, McCaffrey, Bloomquist and Pakan were present. Supervisor Romero was not present.

SECOND ORDER OF BUSINESS

Public Comments (*Agenda Items*)

There were no public comments.

THIRD ORDER OF BUSINESS

Update: Settlement Discussions with CDD II

This item was presented following the Fourth Order of Business.

FOURTH ORDER OF BUSINESS

Discussion: Steadfast Environmental, LLC, Waterway Inspection Reports

A. March 2023

B. April 2023

43 Mr. Wallen presented the Waterway Inspection Reports and discussed routine pond
44 maintenance, which includes ongoing herbicide and algaecide applications for nuisance invasive
45 exotic species, such as torpedograss and cattails. He noted the challenges related to waterways
46 with reclaimed water that contains nutrients and fertilizer and discussed the proactive,
47 concentrated treatments to prevent algae blooms by reducing phosphorus.

48 Referring to the map, Ms. Bloomquist stated some ponds in the upper part of the
49 community are still listed as HOA property on the Property Appraiser's website. Mr. Calamari
50 advised her that Property Appraisers sometimes do not update their websites; she will call Mr.
51 Calamari again for further clarification.

52 Mr. Adams recalled two efforts to transfer groups of ponds to the CDD; some remained
53 with the HOA. It was noted that the banks of some ponds are being mowed by the HOA.

54 Discussion ensued regarding pond locations, new construction, lake bank mowing and
55 lakes with and without water.

56 Mr. McCoskrie stated the Buckner area is still not done; the final landscaping is pending.

57 Mr. McCaffrey stated a Pond 58A resident is concerned about pine trees and a dead oak
58 tree possibly falling on her home. The oak tree is on her neighbor's property. Since this is not a
59 CDD matter, he gave the resident Lennar's contact information.

60 Mr. McCoskrie discussed a leaning oak tree near a Lennar home on Southern Valley
61 Loop; it is unclear on whose property the tree is located. He advised that, if it is on CDD
62 property they might remove the tree, provided the CDD is held harmless. He recalled that
63 \$90,000 was recently spent on culvert cleaning. He identified two areas on a map where sand
64 needs to be removed or smoothed with a backhoe and requested a quote from Steadfast.

65 Mr. Wallen introduced the new Irrigation Manager and stated he was advised by Mr.
66 McCaffrey and Mr. McCoskrie that new grass is the top priority given the recent drought.
67 Steadfast will replace some plants for the CDD.

68 The Irrigation Manager provided an update about ongoing irrigation system
69 maintenance. Mr. McCoskrie stated he will email the technicians' contact information to the
70 Board for ongoing issues. The Irrigation Manager stated a maintenance log is used to keep track
71 of repairs and issues; she will provide a map denoting the locations of control and shutoff
72 valves. It was noted that Andrew has an access key and golf course staff also have a key.

73 Mr. McCoskrie commended Steadfast for their hard work and positive results.

74 ■ **Update: Settlement Discussions with CDD II**

75 **This item, previously the Third Order of Business, was presented out of order.**

76 Ms. Kilinski noted that the Interlocal Agreement has been discussed for years. Following
77 many changes, the CDDs are close to agreeing on the final contract terms. Staff is addressing
78 changes to the Interlocal Agreement attachment that reflects the budget amount anticipated
79 on an ongoing basis. Under the currently approved terms of the Agreement, CDD II agrees to
80 pay CDD I \$40,000 in consideration for back payments, due by January 31, 2024, and \$20,000
81 per year for the next three fiscal years. They are analyzing projected budget amounts for Fiscal
82 Years 2025 and 2026, which are unknown. Ms. Kilinski stated that Mr. Adams prepared best
83 estimates based on the current and a typical fiscal year, and she emailed the Exhibits to the
84 Board and Staff. CDD II is now requesting that Fiscal Year 2025, the first year they will be paying
85 any amounts, be capped at \$125,000. While CDD I can choose to do so, she noted it is unknown
86 what Fiscal Year 2025 will bring and they already negotiated a cap for previous fiscal years.

87 Mr. McCoskrie recalled discussion about the boundaries and asked what CDD II has
88 done with Phases 2, 3 and 4. Ms. Kilinski stated, to her knowledge, Phases 2, 3 and 4 are still in.
89 Mr. McCoskrie noted that, a year ago, the projected expense was \$110,000 for maintaining the
90 Boulevard, comprised of \$75,000 for landscape, \$37,000 for lighting and \$3,500 for the ponds.
91 He discussed projections for the upcoming year, which totals \$139,000, and observed that CDD
92 II now wants to cap the amount at \$125,000, not for this year but three years in the future.

93 Mr. Hamilton stated all recently installed plantings are freezeproof. Mr. McCoskrie
94 thought CDD II wanted a cap on the current year but, with inflation, the costs in three years
95 could be substantially higher.

96 Mr. McCoskrie noted that this will also come before CDD III and asked Mr. McGowan his
97 thoughts. Mr. McGowan observed that CDD II is requesting a cap and wondered if they are
98 placing a cap on other budget items. In his opinion, CDD II's request is unrealistic and
99 unreasonable.

100 Mr. McCoskrie stated he projected \$125,000, with a 10% increase each year and
101 suggested that, if CDD II wants a cap, CDD II should agree to \$165,000 three years from now.
102 The alternative is to have no cap and rely on the Landscape Committee, with the understanding
103 that it behooves all residents to examine the numbers closely and re-bid, when necessary.

104 Discussion ensued regarding difficulty projecting so far in advance and whether there is
105 a True-up process that would encourage CDD II to realize it is getting value for the amount paid.

106 Ms. Kilinski thought that concept is incorporated in the Agreement. She suggested
107 stating that, while CDD I not willing to cap year four, it is willing to cap this fiscal year so the
108 outside threshold is known, subject to all provisions built in to address a catastrophic event.

109 Mr. McCoskrie thought, given the \$110,000 cap in Fiscal Year 2022, requesting a
110 \$125,000 cap in four years is unreasonable. Ms. Kilinski concurred. Mr. McCoskrie suggested
111 the Agreement be kept as is, capping this year at \$125,000 and doing a true-up at the end of
112 each fiscal year to compare the budget versus actual, with a credit for the next fiscal year. He
113 wants to re-emphasize that six months was spent negotiating the Committee structure, which
114 they feel works in everyone’s best interest to keep fees as reasonable as possible.

115 The consensus was there is no support for a cap three years from now.

116 Ms. Bloomquist noted that the Developer paid to have the Boulevard redone and, in
117 three years, the community will be more resident-owned. The Board Members agreed that the
118 Boulevard might need revitalization in the future.

119 Mr. McCoskrie surmised that the Board will not agree to any cap. They have a
120 Committee structure to ensure that they get the most reasonable cost for any maintenance,
121 and they will do a true-up after each year so that they can be sure they paid on actual numbers
122 on which they had input and control. Ms. Kilinski stated that is a good final and best offer.

123

On MOTION by Mr. McCoskrie and seconded by Mr. McCaffrey, with all in favor, revising the Interlocal Agreement to reflect no caps on the Boulevard landscaping costs, relying on the Committee for the cost, providing for a year-end true-up for actual to budget amounts for each fiscal year with a credit or a charge for any difference, with an April 30, 2023 deadline for the Agreement to be effective April 1, 2023, with a \$20,000 payment, was approved.

130

131

132 Ms. Kilinski believes that the Developer funded CDD II so the check can be issued.

133 Mr. Pakan asked when the Committee will be formed. Ms. Kilinski stated the plan is for
134 the Committee to meet quarterly, beginning soon after the Agreement is signed.

135

136 **FIFTH ORDER OF BUSINESS**

**Consideration of Steadfast Alliance
Maintenance Division Proposals**

137

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139 **A. #SM-E-1851 for Crape Myrtle Tree Trimming**

140 Mr. McCaffrey stated all crape myrtle trees were trimmed, including the trees on US 41.

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On MOTION by Mr. McCoskrie and seconded by Mr. Pakan, with all in favor, Steadfast proposal #SM-E-1851 for Crape Myrtle Tree Trimming, in the amount of \$3,600, was approved.

B. #SM-E-1901 for Sod Installation

Mr. McCaffrey presented the proposal to replace the Fakahatchee bed behind the entrance lane wall with St. Augustine sod. The proposal includes a not-to-exceed amount of \$2,000 for installation of irrigation but he does not believe the cost will be that high.

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On MOTION by Mr. McCoskrie and seconded by Mr. McCaffrey, with all in favor, Steadfast proposal #SM-E-1901 for Sod Installation, in the amount of \$9,575, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Installation of Lifestyle Signage to Visually Promote Amenities

Discussion ensued regarding the size, cost, placement and benefits of the signs.

Mr. McCaffrey will make sure the CDD is authorized to approve the signs.

161

On MOTION by Mr. McCoskrie and seconded by Mr. McCaffrey, with all in favor, the Lifestyle Signage, subject to ensuring the CDD is acting within its authority, was approved.

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SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2023

Mr. McCoskrie noted that CDD III has not paid its Fiscal Year 2023 shared costs. Mr. Adams will research it.

Mr. McCoskrie asked why the "Due from Southern Hills III" amount was listed as \$19,350 on Page 1 and \$49,529 on Page 2. Mr. Adams stated the difference is likely in Deferred Receipts on the Balance Sheet.

Mr. McCoskrie noted the remaining balance in "Legal fees" and stated he was waiting to pay Litigation Counsel until a signed agreement is received from CDD II.

Mr. McCoskrie asked if the \$8,153 "Lake/pond bank maintenance" and \$3,411 "Landscape maintenance" amounts are reversed. Mr. Adams replied affirmatively.

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179 Mr. McCoskrie stated, on May 1, 2023, the bond principal and interest payments will be
 180 due. He stated enough money is available to pay the A1 bond, but the A2 bond is still behind
 181 one year. Mr. Adams stated the bondholder and Trustee control the payment process; the CDD
 182 transmits the fund collected and the bondholder and Trustee make the decisions.

183 The financials were accepted.

184

185 **EIGHTH ORDER OF BUSINESS**

Approval of February 13, 2023 Meeting Minutes

186

187

188 Mr. Adams presented the February 13, 2023 Regular Meeting Minutes.

189 The following changes were made:

190 Line 53: Change “IIII” to “III”

191 Line 93: Change “gray” to “Crape”

192

193 **On MOTION by Mr. McCoskrie and seconded by Mr. McCaffrey, with all in**
 194 **favor, the February 13, 2023 Regular Meeting Minutes, as amended, were**
 195 **approved.**

196

197

198 **NINTH ORDER OF BUSINESS**

Other Business

199

200 Mr. McCoskrie stated he asked Mr. Pakan to review the bond amortization issues. They
 201 are aware that at least 48 months were acceded to the County; it was necessary to review the
 202 bond documents to determine if the amortization schedules require adjustment. Mr. Pakan
 203 stated he started reviewing the bond documents and asked for additional documents from the
 204 Trustee. Thus far, his review has not revealed the need for an update or change. He discussed
 205 his findings, events that could change the amortization schedule and the stipulations in Section
 206 816 of the Master Trust Indenture. Ms. Kilinski explained why the provision Mr. Pakan is
 207 referring to will not apply. She discussed the options available to the bondholders and noted
 208 that they are legally barred from reimposing the Debt Assessment.

209 Discussion ensued regarding the Debt Service Fund, remedies available to the Trustee
 210 and the CDD’s obligations.

211 Ms. Kilinski stated the CDD notified the bondholders about the potential for
 212 escheatment three years prior and the bondholders never intervened.

213 Mr. McCoskrie questioned several revisions to the amortization schedules. Mr. Pakan
214 stated he was informed that it is due to prepayments. Mr. Adams stated these changes are
215 made at the discretion of the bondholders working with the Trustee; if they want to adjust now
216 or to defer, it is at the discretion of the bondholders and the Trustee, who are kept informed
217 electronically via automated systems.

218 Ms. Kilinski stated it is important to remember that the bondholders cannot reassess
219 property or disproportionately impact the property of others. Meaning, homeowners are not
220 going to pay for the difference between what is outstanding in bond principal and assessments.

221 Mr. Pakan stated it is clearly in the hands of the Trustee. Mr. Adams stated any monies
222 collected for Operation & Maintenance (O&M) assessments not used for those purposes can be
223 reapplied. Mr. McCoskrie thanked Mr. Pagan for his research. Ms. Kilinski recalled that the
224 outstanding O&M assessments were reviewed in negotiating the repayment agreement.

225 Mr. Adams noted any monies remaining in bond reserve funds in the final year are
226 utilized to make the final payment.

227

228 **TENTH ORDER OF BUSINESS**

Staff Reports

229

230 **A. District Counsel: *Kilinski | Van Wyk PLLC***

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

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

- 233 • **NEXT MEETING DATE: May 8, 2023 at 10:00 AM [Presentation of Fiscal Year**
- 234 **2024 Budget]**

- 235 ○ **QUORUM CHECK**

236 There were no reports from Staff.

237

238 **ELEVENTH ORDER OF BUSINESS**

Supervisors' Requests

239

240 There were no Supervisors' requests.

241

242 **TWELFTH ORDER OF BUSINESS**

Adjournment

243

244 **On MOTION by Mr. McCoskrie and seconded by Mr. McCaffrey, with all in**
245 **favor, the meeting adjourned at 11:33 a.m.**

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251 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**



Shirley Anderson

HERNANDO COUNTY SUPERVISOR OF ELECTIONS

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

April 14, 2023

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

RE: Southern Hills Plantation I & III
Community Development District

Dear Ms. Gillyard:

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

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

Sincerely,

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

Enclosure

Date 4/14/2023
Time 12:31 PM

Shirley Anderson
Supervisor of Elections
Active Voters by District/Precinct

Hernando County, FL

SOUTHERN HILLS 1

	<u>Dem</u>	<u>Rep</u>	<u>NPA</u>	<u>Other</u>	<u>Total</u>	<u>White</u>	<u>Black</u>	<u>Hispanic</u>	<u>Other</u>	<u>Male</u>	<u>Female</u>	<u>Other</u>
510 JEROME BROWN COMMUN	51	257	95	12	415	365	2	20	28	204	207	4
SOUTHERN HILLS 1	<u>51</u>	<u>257</u>	<u>95</u>	<u>12</u>	<u>415</u>	<u>365</u>	<u>2</u>	<u>20</u>	<u>28</u>	<u>204</u>	<u>207</u>	<u>4</u>

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2022* CANCELED	Regular Meeting	10:00 AM**
November 14, 2022	Regular Meeting	10:00 AM**
November 29, 2022	Joint Public Meeting (SHPII & SHPIII)	10:00 AM
December 12, 2022	Regular Meeting	10:00 AM**
January 9, 2023	Regular Meeting	10:00 AM**
February 13, 2023	Regular Meeting	10:00 AM**
March 13, 2023 CANCELED	Regular Meeting	10:00 AM**
April 10, 2023	Regular Meeting	10:00 AM**
May 8, 2023 CANCELED	Regular Meeting	10:00 AM**
June 12, 2023	Regular Meeting	10:00 AM**
July 10, 2023	Regular Meeting	10:00 AM**
August 14, 2023	Regular Meeting	10:00 AM**
September 11, 2023	Public Hearing & Regular Meeting	10:00 AM**

*** Meetings are expected to commence immediately thereafter the adjournment of the meeting of the Southern Hills Plantation III CDD, which are scheduled to commence at 10:00 A.M.*

Exception(s)

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