

**SOUTHERN HILLS
PLANTATION I
COMMUNITY DEVELOPMENT
DISTRICT**

December 9, 2024

**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

December 2, 2024

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 December 9, 2024 at 10:00 a.m., at the Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items*)
3. Consider Appointment of Qualified Elector to Fill Vacant Seat 3; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consider Appointment of Qualified Elector to Fill Vacant Seat 4; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

6. Update/Discussion/Consideration: Premier Lakes, Inc. Items
 - A. Lake Maintenance Reports – November 2024
 - B. One Time Work Order Agreement for Aeration System Installation [Lakes L-8AA, L-8CC, L-5GG, L-5II, and L-5HH]
 - I. Kennedy Electric Estimate 17710 for Lake Aeration System
7. Ratification Items
 - A. Coastal Engineering Associates, Inc., Amended and Restated Continuing Professional Services Agreement
 - B. Coastal Engineering Associates, Inc., Work Authorization No. 1 for Topographic Survey of Lot 2
8. Acceptance of Unaudited Financial Statements as of October 31, 2024
9. Approval of November 4, 2024 Regular Meeting Minutes
10. Other Business
11. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *Coastal Engineering Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 13, 2025 at 10:00 AM

○ QUORUM CHECK

SEAT 1	JOHN MCCOSKRIE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RICHARD PAKAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MARGARET BLOOMQUIST	☐ IN PERSON	☐ PHONE	☐ 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**

5

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT
DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 9, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 9, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chesley “Chuck” Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024.

ATTEST:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

6A

Work Order



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

DATE	11/04/2024 -
TECH(S)	Alex Kurth
JOB #	1052213635

CUSTOMER
Southern Hills Plantation CDD Chuck Adams 4200 Summit View Dr Brooksville, Florida, 34601-5520 (239) 464-7114 adamsc@whhassociates.com

SERVICE LOCATION
Southern Hills Plantation CDD Southern Hills Plantation 4200 Summit View Dr Brooksville, Florida, 34601-5520 (239) 464-7114 adamsc@whhassociates.com

JOB DETAILS	Annual Lake Maintenance - 3x Month
-------------	------------------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Treated Lakes B1, B2, B3, L-8AA, L-8CC, L-7BB, L-5AA, L-5GG, L-5II, L-9II, L5-HH, L-210AA, L-200AA for shoreline grasses and weeds. The SONAR application on L-9II and L-210AA for Salvinia is already showing positive signs, will continue to monitor. Next visit will be with a boat to target algae that is not reachable from the shore as well as touching up the outside perimeter of littoral shelves.
------------------	---



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

CUSTOMER

Southern Hills Plantation CDD
Chuck Adams
4200 Summit View Dr
Brooksville, Florida, 34601-5520
(239) 464-7114

adamsc@whhassociates.com

SERVICE LOCATION

Southern Hills Plantation CDD
Southern Hills Plantation
4200 Summit View Dr
Brooksville, Florida, 34601-5520
(239) 464-7114

adamsc@whhassociates.com

JOB DETAILS

Annual Lake Maintenance - 3x Month

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Treated lakes 8AA and 8CC for algae.

Work Order

DATE	11/18/2024 -
TECH(S)	Dustin Hormann
JOB #	1053603949

Work Order



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

DATE	11/26/2024 -
TECH(S)	Alex Kurth
JOB #	1052213671

CUSTOMER
Southern Hills Plantation CDD Chuck Adams 4200 Summit View Dr Brooksville, Florida, 34601-5520 (239) 464-7114 adamsc@whhassociates.com

SERVICE LOCATION
Southern Hills Plantation CDD Southern Hills Plantation 4200 Summit View Dr Brooksville, Florida, 34601-5520 (239) 464-7114 adamsc@whhassociates.com

JOB DETAILS	Annual Lake Maintenance - 3x Month
-------------	------------------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Applied Sonar for submerged vegetation on lakes L-200AA, L-5II, L-9II, and L-210AA. Applied contact herbicides for submerged vegetation on lakes L-5AA and L-8CC. Treated algae on lakes L-5AA, L-8CC, L-10CC, L-8AA, and L-10BB. Treated grasses on lakes L-10AA and L-10BB.
------------------	---

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

6B



One-Time Work Order Agreement

Customer Name: Southern Hills Plantation CDD

Property Contact: Chuck Adams

Work Order Description: Aeration Installs - L-8AA, L-8CC, L-5GG, L-5II, L-5HH

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **November 25th, 2024**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Southern Hills Plantation CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **Lakes L-8AA, L-8CC, L-5GG, L-5II, and L-5HH.**
3. **One-Time Services:** Premier Lakes will perform **aeration system installations as follows:**
 - a. **L-8AA**
 - i. **High Flow Air 6 XL Aeration System including:**
 1. Two (2) 3/4 HP Compressors (115V)
 2. Pressure Relief Valve
 3. Pressure Gauge
 4. Air Filter/Muffler Assembly
 5. GFCI protection breaker
 6. Lockable/Weatherproof/Sound Reducing Cabinet
 7. Large Sound Kit Sub Assembly
 8. Cabinet Mounting Pad
 9. Two (2) 290 CFM Cabinet Exhaust Fan
 10. Six (6) CoActive Airstations (Dual Membrane/Self Cleaning)
 11. Adjustable air distribution manifolds
 12. 2,350 ft. underwater self-weighted air delivery tubing (.58" ID)
 13. All labor and parts necessary for proper installation
 14. **Total Price:** \$14,103.00



b. L-8CC

i. High Flow Air 6 XL Aeration System including:

1. Two (2) 3/4 HP Compressors (115V)
2. Pressure Relief Valve
3. Pressure Gauge
4. Air Filter/Muffler Assembly
5. GFCI protection breaker
6. Lockable/Weatherproof/Sound Reducing Cabinet
7. Large Sound Kit Sub Assembly
8. Cabinet Mounting Pad
9. Two (2) 290 CFM Cabinet Exhaust Fan
10. Six (6) CoActive Airstations (Dual Membrane/Self Cleaning)
11. Adjustable air distribution manifolds
12. 2,600 ft. underwater self-weighted air delivery tubing (.58" ID)
13. All labor and parts necessary for proper installation
14. **Total Price:** \$14,601.00

c. L-5GG

i. High Flow Air 6 XL Aeration System including:

1. Two (2) 3/4 HP Compressors (115V)
2. Pressure Relief Valve
3. Pressure Gauge
4. Air Filter/Muffler Assembly
5. GFCI protection breaker
6. Lockable/Weatherproof/Sound Reducing Cabinet
7. Large Sound Kit Sub Assembly
8. Cabinet Mounting Pad
9. Two (2) 290 CFM Cabinet Exhaust Fan
10. Seven (7) CoActive Airstations (Dual Membrane/Self Cleaning)
11. Adjustable air distribution manifolds
12. 1,800 ft. underwater self-weighted air delivery tubing (.58" ID)
13. All labor and parts necessary for proper installation
14. **Total Price:** \$14,752.00

d. L-5II

i. Air 3 XL2 Aeration System including:

1. One (1) 1/2 HP Compressors (115V)
2. Pressure Relief Valve
3. Pressure Gauge
4. Air Filter/Muffler Assembly
5. GFCI protection breaker
6. Lockable/Weatherproof/Sound Reducing Cabinet
7. Medium Sound Kit Sub Assembly
8. Cabinet Mounting Pad
9. One (1) 290 CFM Cabinet Exhaust Fan
10. Three (3) CoActive Airstations (Dual Membrane/Self Cleaning)

11. Adjustable air distribution manifolds
12. 600 ft. underwater self-weighted air delivery tubing (.58" ID)
13. All labor and parts necessary for proper installation
14. **Total Price:** \$7,124.00

e. L-5HH

i. High Flow Air 3 Plus XL2 Aeration System including:

1. One (1) 3/4 HP Compressors (115V)
2. Pressure Relief Valve
3. Pressure Gauge
4. Air Filter/Muffler Assembly
5. GFCI protection breaker
6. Lockable/Weatherproof/Sound Reducing Cabinet
7. Medium Sound Kit Sub Assembly
8. Cabinet Mounting Pad
9. One (1) 290 CFM Cabinet Exhaust Fan
10. Four (4) CoActive Airstations (Dual Membrane/Self Cleaning)
11. Adjustable air distribution manifolds
12. 900 ft. underwater self-weighted air delivery tubing (.58" ID)
13. All labor and parts necessary for proper installation
14. **Total Price:** \$8,501.00

4. **Payment Terms:** The total agreement amount is **\$59,081.00**. A 50% deposit is due upon the execution of this agreement. The remaining 50% will be invoiced upon completion of services. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.

9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Total Agreement Amount: \$59,081.00

Accepted and Approved:

Southern Hills Plantation CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Alex Kurth

Title: President

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.

HF7 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres: 6.8
Perimeter Feet: 2,022
Lake Volume, Gal.: 16,758,191
Total Acre Feet: 51.4

of AirStations: 7
CFM / AirStation: 1.57
GPM / AirStation: 2,301
Daily Pumpage: 23,190,935
Turnovers/Day: 1.38
System PSI: 8.2

Date: 11/25/24



HF3+XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres: 2.7
Perimeter Feet: 1,443
Lake Volume, Gal.: 6,243,222
Total Acre Feet: 19.2

of AirStations: 4
CFM / AirStation: 1.3
GPM / AirStation: 2,064
Daily Pumpage: 11,885,875
Turnovers/Day: 1.90
System PSI: 6.7

Date: 11/12/24



AIR 3 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres: 1.2
Perimeter Feet: 955
Lake Volume, Gal.: 1,501,911
Total Acre Feet: 4.6

of AirStations: 3
CFM / AirStation: 1.5
GPM / AirStation: 1,157
Daily Pumpage: 4,997,894
Turnovers/Day: 3.33
System PSI: 4.1

Date: 11/13/24



HF 6 XL2



Legend
Compressor Cabinet
AirStation
BottomLine Tubing

Optional Equipment

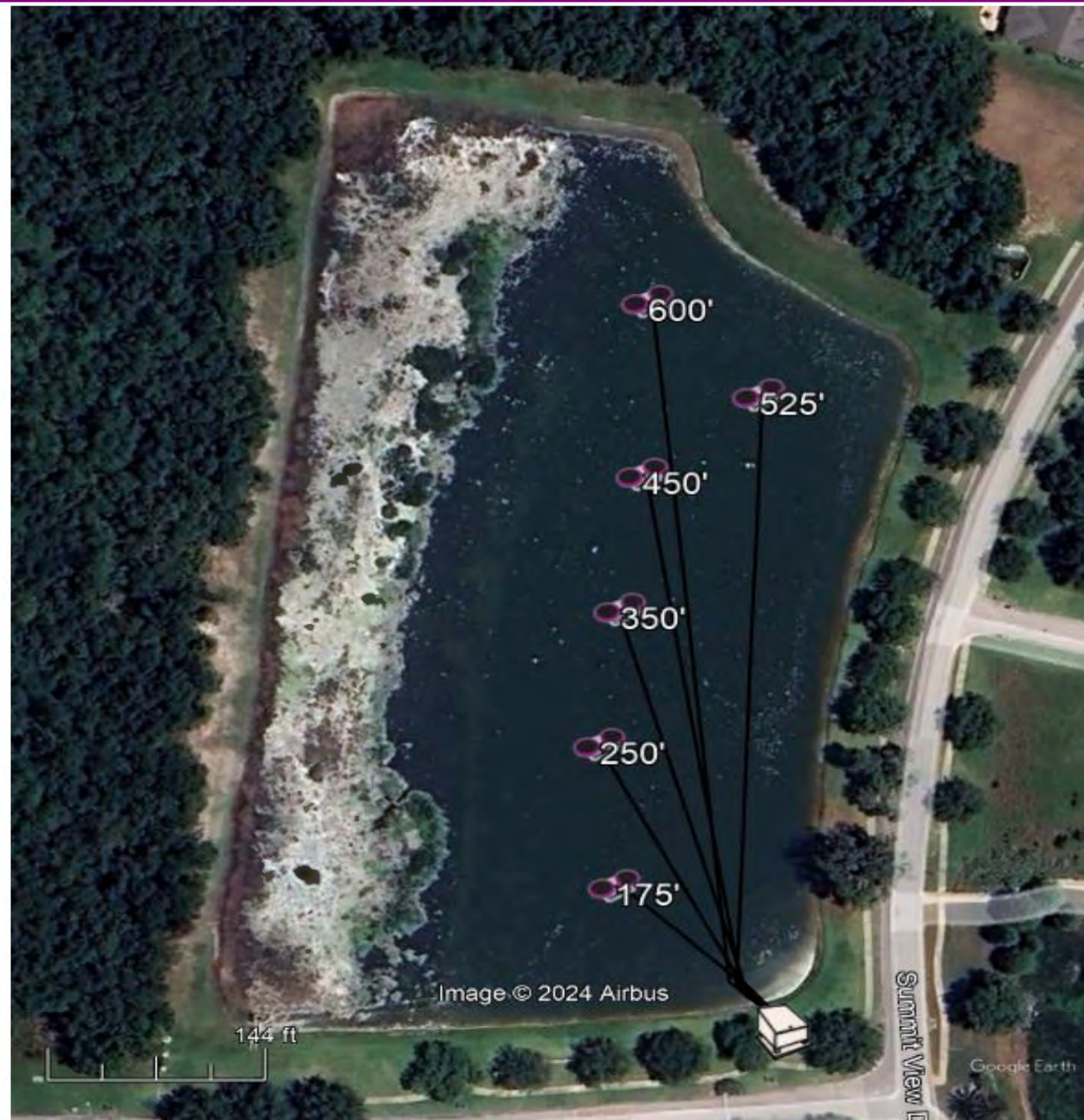
 Shoreline Valve Box
 1" PVC Pipe

Site and System Specifications

Surface Acres: 5.8
Perimeter Feet: 2,050
Lake Volume, Gal.: 17,365,749
Total Acre Feet: 53.3

of AirStations: 6
CFM / AirStation: 1.73
GPM / AirStation: 3,035
Daily Pumpage: 26,224,691
Turnovers/Day: 1.51
System PSI: 8.2

Date: 11/7/24



HF6 XL2



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



1" PVC Pipe

Site and System Specifications

Surface Acres: 6.8
Perimeter Feet: 2,490
Lake Volume, Gal.: 16,534,119
Total Acre Feet: 50.7

of AirStations: 6
CFM / AirStation: 1.73
GPM / AirStation: 2,441
Daily Pumpage: 21,092,244
Turnovers/Day: 1.28
System PSI: 9.1

Date: 11/11/24



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Premier Lakes
Contact Name:	Alex Kurth
Site Name/Number:	Southern Hills Pond L-5GG
Date:	November 25, 2024
Vertex Biologist:	Rosa Michaelson

Surface Acres:	6.80
Perimeter Feet:	2,022
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	7.6
Circulation Constraint Percentage	0.0
Total Acre Feet	51.4
Lake Volume (Gallons)	16,758,191
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	16,758,191
GPM Per AirStation	2,301
Gallons Pumped / Day	23,190,935
System Working Pressure (PSI)	8.2
Air Delivery Per AirStation at Depth(CFM)	1.6
Number of SW CoActive AirStations Specified:	7
Complete Turnovers / Day	1.38

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Premier Lakes
Contact Name:	Alex Kurth
Site Name/Number:	Southern Hills Pond L-5HH
Date:	November 12, 2024
Vertex Biologist:	Rosa Michaelson

Surface Acres:	2.66
Perimeter Feet:	1,443
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	7.2
Circulation Constraint Percentage	0.0
Total Acre Feet	19.2
Lake Volume (Gallons)	6,243,222
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	6,243,222
GPM Per AirStation	2,064
Gallons Pumped / Day	11,885,875
System Working Pressure (PSI)	6.7
Air Delivery Per AirStation at Depth(CFM)	1.3
Number of SW CoActive AirStations Specified:	4
Complete Turnovers / Day	1.90

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Premier Lakes
Contact Name:	Alex Kurth
Site Name/Number:	Southern Hills Pond L-5II
Date:	November 13, 2024
Vertex Biologist:	Rosa Michaelson

Surface Acres:	1.24
Perimeter Feet:	955
Slope Ratio Relative to 1	2.0
Average Center Depth:	4.0
Average Depth	3.7
Circulation Constraint Percentage	0.0
Total Acre Feet	4.6
Lake Volume (Gallons)	1,501,911
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	1,501,911
GPM Per AirStation	1,157
Gallons Pumped / Day	4,997,894
System Working Pressure (PSI)	4.1
Air Delivery Per AirStation at Depth(CFM)	1.5
Number of SW CoActive AirStations Specified:	3
Complete Turnovers / Day	3.33

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Premier Lakes
Contact Name:	Alex Kurth
Site Name/Number:	Southern Hills Pond L-8AA
Date:	November 7, 2024
Vertex Biologist:	Rosa Michaelson

Surface Acres:	5.80
Perimeter Feet:	2,050
Slope Ratio Relative to 1	2.0
Average Center Depth:	10.0
Average Depth	9.2
Circulation Constraint Percentage	0.0
Total Acre Feet	53.3
Lake Volume (Gallons)	17,365,749
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	17,365,749
GPM Per AirStation	3,035
Gallons Pumped / Day	26,224,691
System Working Pressure (PSI)	8.2
Air Delivery Per AirStation at Depth(CFM)	1.7
Number of CoActive AirStations Specified:	6
Complete Turnovers / Day	1.51

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# CoActive AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Premier Lakes
Contact Name:	Alex Kurth
Site Name/Number:	Southern Hills Pond L-8CC
Date:	November 11, 2024
Vertex Biologist:	Rosa Michaelson

Surface Acres:	6.80
Perimeter Feet:	2,490
Slope Ratio Relative to 1	2.0
Average Center Depth:	8.0
Average Depth	7.5
Circulation Constraint Percentage	0.0
Total Acre Feet	50.7
Lake Volume (Gallons)	16,534,119
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	16,534,119
GPM Per AirStation	2,441
Gallons Pumped / Day	21,092,244
System Working Pressure (PSI)	9.1
Air Delivery Per AirStation at Depth(CFM)	1.7
Number of SW CoActive AirStations Specified:	6
Complete Turnovers / Day	1.28

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# SW AirStations:	Recommended Number of AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016



Bottom Diffused Aeration

WITH VERTEX MICRONBUBBLE™ TECHNOLOGY



The all new Vertex HF7 XL2 pond aerator is a superefficient, affordable system designed to maximize aeration in 6-9 acre ponds depending on shape, slope, oxygen demand, and other factors. Two 3/4hp (1.12kW) super-duty Brookwood™ twin cylinder HighFlow™ series compressors, housed in our rustproof aluminum outdoor cabinet, feed seven bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for most any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.

CALL 844.432.4303

vertexaquaticsolutions.com

info@vertexaquaticsolutions.com

HF7 XL2™ FEATURES

AIRSTATION XL2™

- ♦ Total pumping capacity of up to 27,100 GPM
- ♦ Fourteen 9" flexible membrane discs with MicronBubble™ technology
- ♦ Shallow water Airstation optional for depths lower than 8'
- ♦ Self-cleaning, low maintenance
- ♦ Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- ♦ 5-year "No Questions" warranty



BROOKWOOD™ COMPRESSOR

- ♦ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ♦ Vertex SafeStart™ Technology
- ♦ UL, 115v or 230v, 25 Max PSI
- ♦ Thermal overload protection
- ♦ Two 3/4hp (1.12kW): low electrical costs
- ♦ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ♦ Class "A" GFCI protection on all 115v circuits
- ♦ Powder coated aluminum for a durable attractive finish
- ♦ Two high capacity 290 CFM fan
- ♦ Easy access design with cam lock
- ♦ Easy plug-in connection to waterside electrical service
- ♦ Disconnect switch
- ♦ Heavy duty, light weight mounting pad included
- ♦ Sound dampening kit optional
- ♦ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ♦ Over-sized I.D. for high flow
- ♦ Self-weighted for easy installation
- ♦ Available in 50', 100', 250' and 500' increments
- ♦ 15-year Vertex warranty

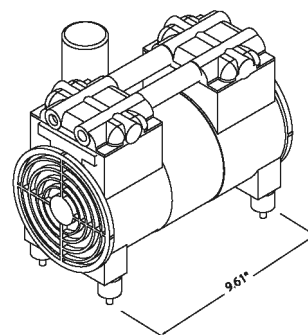
BENEFITS TO THE LAKE

- ♦ High pumping rate easily penetrates stratification layers
- ♦ Circulates entire water column
- ♦ Increases oxygen levels throughout water column
- ♦ Promotes beneficial bacteria growth
- ♦ Prevents low oxygen fish kills
- ♦ Reduces nutrient levels and associated algae growth
- ♦ Oxidizes/reduces bottom muck
- ♦ Expands oxygenated habitat for improved fisheries
- ♦ Reduces aquatic midge and mosquito insect hatches
- ♦ Eliminates foul odors from undesirable dissolved gases
- ♦ Safe entry – no electricity in the water
- ♦ Extremely energy efficient

SPECIFICATIONS: HF7 XL2™ LAKE AERATION SYSTEM

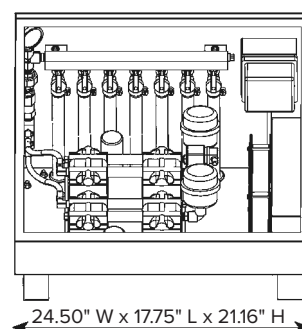
BROOKWOOD™ COMPRESSOR

Two 3/4hp (1.12kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



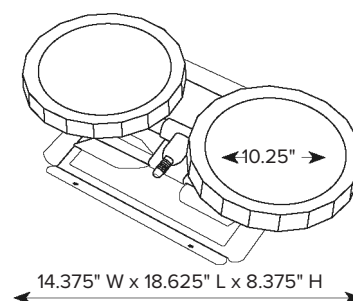
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class A GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



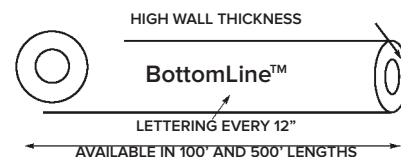
AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

©Vertex Aquatic Solutions rev. 11.23



Bottom Diffused Aeration

WITH VERTEX MICRONBUBBLE™ TECHNOLOGY



Cabinet shown is representative,
actual system may be different.

The Vertex HF3 Plus XL2™ pond aerator is a super-efficient, affordable system designed to maximize aeration in 3-5 acre ponds with irregular shapes and depths. It has the same 3/4hp (0.56kW) Brookwood™ SafeStart™ compressor that our HighFlow™ systems use. It's housed in the same rustproof aluminum outdoor medium cabinet as our standard Air 3™ system, yet boasts a larger manifold with a fourth valve and CoActive AirStation™. The additional AirStation™ can be placed in cove areas, finger canals, behind shallow sandbars, or anywhere in the water body where the pond's shape or bottom contour will limit the oxygen flow from fewer diffusers. The HF3 Plus XL2™ utilizes Vertex's MicronBubble™ technology, allowing vital oxygen to be absorbed and poisonous gasses expelled.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.

CALL 844.432.4303

vertexaquaticsolutions.com

info@vertexaquaticsolutions.com

HF3+ XL2™ FEATURES

AIRSTATION XL2™

- ♦ Total pumping capacity of up to 14,300 GPM
- ♦ Eight 9" flexible membrane discs with MicronBubble™ technology
- ♦ Shallow water Airstation optional for depths lower than 8'
- ♦ Self-cleaning, low maintenance
- ♦ Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- ♦ 5-year "No Questions" warranty



BROOKWOOD™ COMPRESSOR

- ♦ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ♦ Vertex SafeStart™ Technology
- ♦ UL, 115v or 230v, 35 Max PSI
- ♦ Thermal overload protection
- ♦ 3/4hp (0.56kW): low electrical costs
- ♦ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ♦ Class "A" GFCI protection on all 115v circuits
- ♦ Powder coated aluminum for a durable attractive finish
- ♦ High capacity 290 CFM fan
- ♦ Easy access design with cam lock
- ♦ Easy plug-in connection to waterside electrical service
- ♦ Disconnect switch
- ♦ Heavy duty, light weight mounting pad included
- ♦ Sound dampening kit optional
- ♦ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ♦ Over-sized I.D. for high flow
- ♦ Self-weighted for easy installation
- ♦ Available in 50', 100', 250' and 500' increments
- ♦ 15-year Vertex warranty

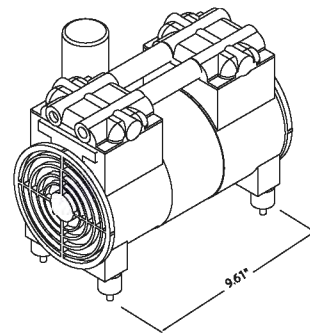
BENEFITS TO THE LAKE

- ♦ High pumping rate easily penetrates stratification layers
- ♦ Circulates entire water column
- ♦ Increases oxygen levels throughout water column
- ♦ Promotes beneficial bacteria growth
- ♦ Prevents low oxygen fish kills
- ♦ Reduces nutrient levels and associated algae growth
- ♦ Oxidizes/reduces bottom muck
- ♦ Expands oxygenated habitat for improved fisheries
- ♦ Reduces aquatic midge and mosquito insect hatches
- ♦ Eliminates foul odors from undesirable dissolved gases
- ♦ Safe entry – no electricity in the water
- ♦ Extremely energy efficient

SPECIFICATIONS: HF3+ XL2™ LAKE AERATION SYSTEM

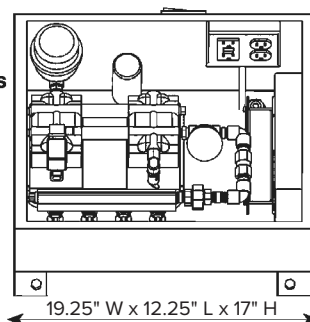
BROOKWOOD™ COMPRESSOR

3/4hp (0.56kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2 to 3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



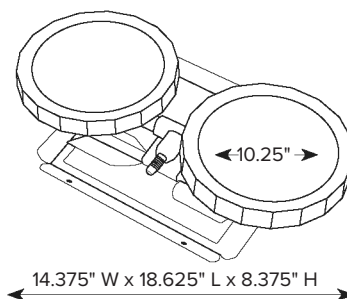
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class A GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



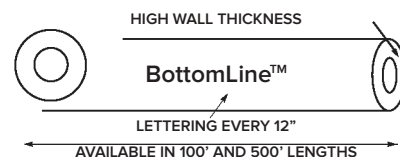
AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

©Vertex Aquatic Solutions rev. 11.23



Bottom Diffused Aeration

WITH VERTEX MICRONBUBBLE™ TECHNOLOGY



The Vertex Air3 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air3 XL2™ can aerate approximately 3-4 acres depending on shape, slope, oxygen demand and other factors. A 1/2hp (0.37kW) Brookwood™ SafeStart™ compressor, housed in our rustproof aluminum outdoor cabinet, feeds three bottom

mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.

CALL 844.432.4303

vertexaquaticsolutions.com

info@vertexaquaticsolutions.com

AIR3 XL2™ FEATURES

AIRSTATION XL2™

- ♦ Total pumping capacity of up to 11,400 GPM
- ♦ Six 9" flexible membrane discs with MicronBubble™ technology
- ♦ Shallow water Airstation optional for depths lower than 8'
- ♦ Self-cleaning, low maintenance
- ♦ Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- ♦ 5-year "No Questions" warranty



BROOKWOOD™ COMPRESSOR

- ♦ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ♦ Vertex SafeStart™ Technology
- ♦ UL, 115v or 230v, 35 Max PSI
- ♦ Thermal overload protection
- ♦ 1/2hp (0.37kW): low electrical costs
- ♦ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ♦ Class "A" GFCI protection on 115V circuits
- ♦ Powder coated aluminum for a durable attractive finish
- ♦ High capacity 290 CFM fan
- ♦ Easy access design with cam lock
- ♦ Easy plug-in connection to waterside electrical service
- ♦ Disconnect switch
- ♦ Heavy duty, light weight mounting pad included
- ♦ Sound dampening kit optional
- ♦ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ♦ Over-sized I.D. for high flow
- ♦ Self-weighted for easy installation
- ♦ Available in 50', 100', 250' and 500' increments
- ♦ 15-year Vertex warranty

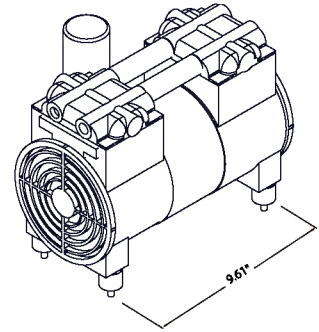
BENEFITS TO THE LAKE

- ♦ High pumping rate easily penetrates stratification layers
- ♦ Circulates entire water column
- ♦ Increases oxygen levels throughout water column
- ♦ Promotes beneficial bacteria growth
- ♦ Prevents low oxygen fish kills
- ♦ Reduces nutrient levels and associated algae growth
- ♦ Oxidizes/reduces bottom muck
- ♦ Expands oxygenated habitat for improved fisheries
- ♦ Reduces aquatic midge and mosquito insect hatches
- ♦ Eliminates foul odors from undesirable dissolved gases
- ♦ Safe entry – no electricity in the water
- ♦ Extremely energy efficient

SPECIFICATIONS: AIR3 XL2™ LAKE AERATION SYSTEM

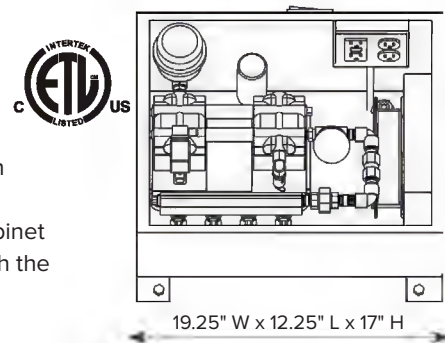
BROOKWOOD™ COMPRESSOR

1/2hp (0.37kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2 to 3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



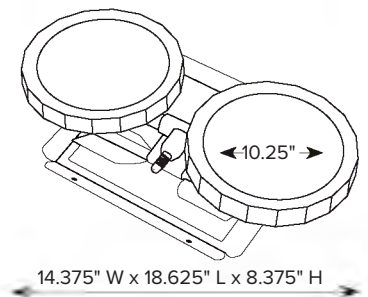
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class A GFCI protection on both the compressor and fan circuits.



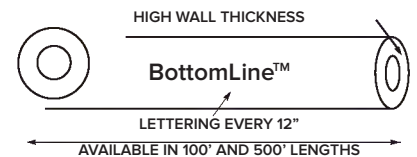
AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

©Vertex Aquatic Solutions rev. 11.23



Bottom Diffused Aeration

WITH VERTEX MICRONBUBBLE™ TECHNOLOGY



The Vertex HF6 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, a HF6 XL2™ can aerate approximately 5-8 acres depending on shape, slope, oxygen demand and other factors. Two 3/4hp (1.12kW) Brookwood™ SafeStart™ compressors, housed in our rustproof aluminum outdoor cabinet, feed six bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.

CALL 844.432.4303

vertexaquaticsolutions.com

info@vertexaquaticsolutions.com

HF6 XL2™ FEATURES

AIRSTATION XL2™

- ♦ Total pumping capacity of up to 22,600 GPM
- ♦ Twelve 9" flexible membrane discs with MicronBubble™ technology
- ♦ Shallow water Airstation optional for depths lower than 8'
- ♦ Self-cleaning, low maintenance
- ♦ Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- ♦ 5-year "No Questions" warranty



BROOKWOOD™ COMPRESSOR

- ♦ 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- ♦ Vertex SafeStart™ Technology
- ♦ UL, 115v or 230v, 25 Max PSI
- ♦ Thermal overload protection
- ♦ Two 3/4hp (1.12kW): low electrical costs
- ♦ 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- ♦ Class "A" GFCI protection on all 115v circuits
- ♦ Powder coated aluminum for a durable attractive finish
- ♦ Two high capacity 290 CFM fan
- ♦ Easy access design with cam lock
- ♦ Easy plug-in connection to waterside electrical service
- ♦ Disconnect switch
- ♦ Heavy duty, light weight mounting pad included
- ♦ Sound dampening kit optional
- ♦ Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

- ♦ Over-sized I.D. for high flow
- ♦ Self-weighted for easy installation
- ♦ Available in 50', 100', 250' and 500' increments
- ♦ 15-year Vertex warranty

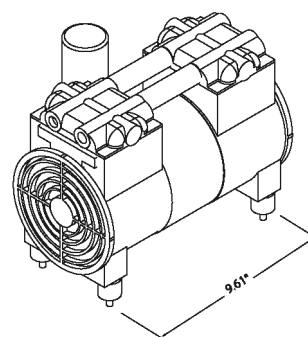
BENEFITS TO THE LAKE

- ♦ High pumping rate easily penetrates stratification layers
- ♦ Circulates entire water column
- ♦ Increases oxygen levels throughout water column
- ♦ Promotes beneficial bacteria growth
- ♦ Prevents low oxygen fish kills
- ♦ Reduces nutrient levels and associated algae growth
- ♦ Oxidizes/reduces bottom muck
- ♦ Expands oxygenated habitat for improved fisheries
- ♦ Reduces aquatic midge and mosquito insect hatches
- ♦ Eliminates foul odors from undesirable dissolved gases
- ♦ Safe entry – no electricity in the water
- ♦ Extremely energy efficient

SPECIFICATIONS: HF6 XL2™ LAKE AERATION SYSTEM

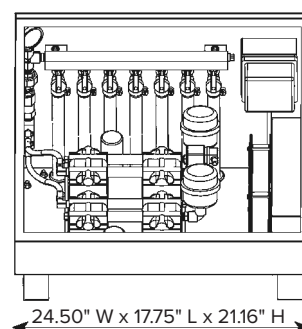
BROOKWOOD™ COMPRESSOR

Two 3/4hp (1.12kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2-3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).



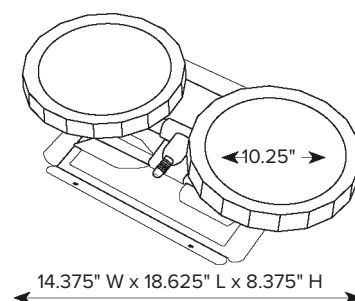
QUIETAIR™ CABINET

Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class A GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quieter operation.



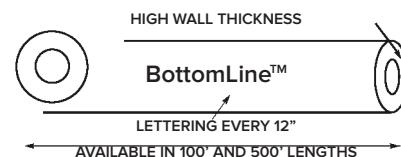
AIRSTATION XL2™ ASSEMBLY

Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.



BOTTOMLINE™ SUPPLY TUBING

Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.



Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

©Vertex Aquatic Solutions rev. 11.23

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

6BI



Kennedy Electric

License #: EC13011268
1160 Ponce De Leon Blvd
Brooksville, Florida 34601
(352)592-9866
www.kennedyelectricfl.com
office@kennedyelectricfl.com

Kennedy Electric Estimate 17710

SENT

SOUTHERN HILLS PLANTATION CDD 1
(352) 428-0079

Service Address:
19850 Southern Hills Boulevard
Brooksville, Florida 34601

Billing address:
2300 Glades Rd # 410 W
BOCA RATON, FL 33431

Job Location: Main Location
Job Location Address: 19850
Southern Hills Boulevard Brooksville,
Florida 34601

Date: Nov 14, 2024
Expiration Date: Dec 14, 2024
Status: Sent

Item	Quantity	Amount
CUSTOM INSTALL	1.00	\$345.00
ESTIMATE TO PROVIDE POWER FOR LAKE AERATION SYSTEMS AT (5) DIFFERENT LAKE LOCATIONS: (SITE #1-LAKE L 8AA) INSTALL (1) 20AMP/120VOLT CIRCUIT & DUPLEX OUTLET, TO BE FED FROM PANEL NEXT TO LAKE & OUTLET MOUNTED ON SAME CONCRETE POST AS SERVICE.		
CUSTOM INSTALL	1.00	\$2,275.00
(SITE #2-LAKE L 8CC) INSTALL NEW GFCI PROTECTED OUTLET ON NEW PRESSURE TREATED WOOD POST NEXT TO LAKE, TO BE FED FROM NEARBY BUILDING POWER. TRENCH & BACKFILL.		
CUSTOM INSTALL	1.00	\$1,830.00
(SITE #3-LAKE L 5HH) INSTALL NEW GFCI PROTECTED OUTLET ON NEW PRESSURE TREATED WOOD POST NEXT TO LAKE, TO BE FED FROM PUMP HOUSE PANEL. TRENCH & BACKFILL.		
CUSTOM INSTALL	1.00	\$3,410.00
(SITE #4-LAKE L 5H) INSTALL NEW 60AMP SERVICE ON CONCRETE POST, TO INCLUDE NEW GFCI PROTECTED OUTLET ON SAME CONCRETE POST. SERVICE FED FROM NEARY PAD MOUNT TRANSFORMERS. SITE #4 TO BE FED FROM PAD MOUNT TRANSFORMER #55, 66, OR 67; ID# 7356966, 73569767, 7356955 LOCATED OFF SUMMIT VIEW DR. *PERMIT FEE INCLUDED **PLEASE NOTE: SITE #4 & #5 REQUIRE A NEW SERVICE. CUSTOMER WILL NEED TO APPLY FOR NEW SERVICE WITH POWER COMPANY FOR APPROVAL OF PROPOSED SERVICES PRIOR TO WORK BEING SCHEDULED.		

Item	Quantity	Amount
CUSTOM INSTALL	1.00	\$6,980.00
(SITE #5-L 5GG) INSTALL NEW 60AMP SERVICE ON NEW CONCRETE POST. SERVICE TO BE LOCATED BEHIND OLD TRANSFORMER & FED FROM NEARBY PAD MOUNT TRANSFORMER. INSTALL GFCI PROTECTED OUTLET NEXT TO LAKE, FED FROM NEW SERVICE AT TOP OF HILL 300'+ AWAY. SITE #5 TO BE FED FROM PAD MOUNT TRANSFORMER # 25; ID# 7149314 ON SUMMIT VIEW DR. TRENCH & BACKFILL. *PERMIT FEE INCLUDED **PLEASE NOTE: SITE #4 & #5 REQUIRE A NEW SERVICE. CUSTOMER WILL NEED TO APPLY FOR NEW SERVICE WITH POWER COMPANY FOR APPROVAL OF PROPOSED SERVICES PRIOR TO WORK BEING SCHEDULED. CUSTOMER MUST CONTACT 811 TO MARK UNDERGROUND UTILITIES, WIRES ETC PRIOR TO WORK BEING SCHEDULED. KENNEDY ELECTRIC WILL MARK TRENCH PATH WITH WHITE PAINT & FLAGS.		

Thank you for your business!

Subtotal	\$14,840.00
Total	\$14,840.00
Amount Paid	\$0.00
Amount Due	\$14,840.00

Contract

Terms & Conditions

Kennedy Electric (K.E.) requires a 50% Deposit for all estimates over \$1,000 and services with the balance due upon completion. Deposits must be received prior to scheduling. Deposits are subject to a 50% Cancellation Fee. All electrical services performed by K.E. will be in compliance with current N.E.C. regulations. When required, permit must be displayed in plain view for the inspector and remain onsite until the inspection is complete. A one year manufacturer warranty is available on materials purchased by K.E. Estimates are only valid for 30 days from the date sent to the customer. By accepting this estimate, the Customer/Agent agrees to the following disclaimers: In the event K.E. is required to move customer belongings/personal property, household materials, appliances, furniture, etc. K.E. is not responsible for any damage to flooring, walls, furniture, personal belongings, etc. The Customer/Agent should provide clear access to the job site area and electrical source(s). Any attic access required to perform the agreed upon electrical work is at the Customer/Agent's risk; damage incurred is the Customer/Agent's responsibility to have repaired. If trenching or digging is necessary to perform the agreed upon electrical work, it is the Customer/Agent's responsibility to have all underground services such as pipes, sprinkler lines, cables and/or utilities marked before the project begins. If any damage is sustained to unmarked underground services by K.E., it is the Customer/Agent's responsibility to have repaired. K.E. cannot be held liable for drywall damage that may occur during the installation of service panels, receptacles, devices etc.; it is the Customer/Agent's responsibility to have repaired. All leftover materials are the property of K3 Technologies Inc. DBA Kennedy Electric (K.E.).

ALL Payments must be made in full upon completion of services rendered. A surcharge of 3.5% will be imposed on payments made with a credit/debit card and/or ACH payment. Customer will be responsible for all legal fees and court cost incurred for collection of unpaid balances; unpaid balances are subject to annual interest rate of 18%.

Signature

Date

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7A

AMENDED AND RESTATED CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of December 2024, by and between:

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located 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 (the “District”); and

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, with a business address of 966 Candlelight Boulevard, Brooksville, Florida 34601 (the “Engineer”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, following the establishment of the District on August 2, 2004, the District entered into an agreement for continuing engineering services with Engineer on or around October of 2004 after undertaking a request for qualification procurement (“Original Agreement”); and

WHEREAS, the District desires to update its continuing services agreement with Engineer due to the statutory changes over the past twenty years on the same terms and conditions as set forth in the Original Agreement; and

WHEREAS, the District intends to continue employing Engineer to perform engineering services, including but not limited to construction administration, surveying, planning, landscaping, inspection, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, Engineer will serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.

2. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It will design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines)

in effect during the term of this Agreement, and will, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A ("Work Authorization")**. Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. **REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. **TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. **SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. **BOOKS AND RECORDS.** Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire.
- b. Engineer will deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District will indemnify Engineer from

any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District will have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer will, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer will pay the cost for that required insurance and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

13. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records will be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent that a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars and Engineer will carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY

**REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC,
2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

19. EMPLOYMENT VERIFICATION. Engineer agrees that it will bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer will maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District will promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, will promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws.

Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Hernando County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer will not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer will not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the Parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") will be in writing and will be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: Southern Hills Plantation I CDD

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Coastal Engineering Associates, Inc.
966 Candlelight Boulevard
Brooksville, Florida 34601
Attn: Joe Calamari, P.E.

Except as otherwise provided in this Agreement, any Notice will 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, will 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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. 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 will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together will constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

34. ANTI-HUMAN TRAFFICKING. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson / Vice Chairperson,
Board of Supervisors

**COASTAL ENGINEERING ASSOCIATES,
INC.**

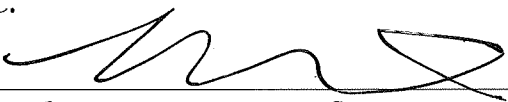

By: Fred Maitl
Its: MMAA5757

Exhibit A: Form of Work Authorization
Exhibit B: Hourly Fee Schedule

EXHIBIT A
Form of Work Authorization

Southern Hills Plantation I Community Development District
City of Brooksville, Florida

Subject: **Work Authorization Number ____**
Southern Hills Plantation I Community Development District

Dear Chairperson, Board of Supervisors:

Coastal Engineering Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Southern Hills Plantation I Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated December 1, 2024 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Southern Hills Plantation I
Community Development District

By: _____
Authorized Representative

Date: _____

Sincerely,

Coastal Engineering Associates, Inc.

By:  _____
Authorized Representative

Date: 12/3/24.

EXHIBIT B
Hourly Fee Schedule

STANDARD HOURLY RATES
Effective January 2024

Principal/Expert Testimony \$295.00

PLANNING

Principal Planner (Land Use/Transportation) \$205.00

Senior Planner \$165.00

Staff Planner \$125.00

ENVIRONMENTAL

Principal Environmental Scientist \$195.00

Senior Environmental Scientist \$165.00

ENGINEERING

Principal Engineer* (Environmental/Transportation/Drainage) \$235.00

Project Manager \$195.00

Senior Project Engineer \$180.00

Project Engineer \$150.00

Senior Designer \$124.00

Designer \$100.00

*(Professional Engineer Registered in the State of Florida)

CONSTRUCTION OBSERVATION

Principal \$225.00

Project Manager \$180.00

Senior Construction Manager/Inspector \$125.00

Construction Representative \$80.00

SURVEY

Senior Land Surveyor \$175.00

Land Surveyor \$115.00

Survey Crew \$175.00

Senior Survey Technician \$95.00

Survey Technician \$79.00

SUPPORT PERSONNEL

Administrative Support \$79.00

REIMBURSABLES & REPROGRAPHICS PRICE LIST
Effective October 2022

Direct and Out-of-Pocket Expenses..... Invoice Plus 15%
Regulatory Permit/Filing Fees Fee plus 15%
Travel..... \$0.625/Mile
Postage Cost

BLACK & WHITE COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" X 11"	15¢
8.5" x 14"	25¢
11" X 17"	50¢
COLOR COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" X 11"	65¢
8.5" x 14"	75¢
11" X 17"	\$1.00
LARGE FORMAT COPIES/PRINTS	PRICE PER COPY/PRINT
Black & White Copies/Prints	
ARCH/ANSI	\$4.75
MYLAR	\$30.00
HIGH RESOLUTION	\$35.00
Color Copies/Prints	PRICE PER COPY/PRINT
ARCH/ANSI	\$14.75
HIGH RESOLUTION	\$50.00
ADDITIONAL	
PUBLIC MEETING MAILOUT (price per each)	\$3.50
BOUND REPORTS (price per each)	\$7.50 + Print Cost
ELECTRONIC MEDIA	
CD (price per each)	\$8.50
USB (price per each)	\$10.00

NOTE: RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ADMINISTRATIVE BILLING WILL APPLY IN ADDITION TO PRINT COST.

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

7B

AMENDED AND RESTATED CONTINUING PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of December 2024, by and between:

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located 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 (the “District”); and

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, with a business address of 966 Candlelight Boulevard, Brooksville, Florida 34601 (the “Engineer”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, following the establishment of the District on August 2, 2004, the District entered into an agreement for continuing engineering services with Engineer on or around October of 2004 after undertaking a request for qualification procurement (“Original Agreement”); and

WHEREAS, the District desires to update its continuing services agreement with Engineer due to the statutory changes over the past twenty years on the same terms and conditions as set forth in the Original Agreement; and

WHEREAS, the District intends to continue employing Engineer to perform engineering services, including but not limited to construction administration, surveying, planning, landscaping, inspection, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, Engineer will serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer will, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and will provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer will render such services as authorized by the Board.

2. REPRESENTATIONS. Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It will design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines)

in effect during the term of this Agreement, and will, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project will be authorized in writing by the District. Engineer will request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization will be incorporated in a work authorization which will include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A ("Work Authorization")**. Authorization of services or projects under the contract will be the sole option of the District but with advice and recommendations by Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement will be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer will mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District will require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

5. **REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures will be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. **TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. **SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

8. **BOOKS AND RECORDS.** Engineer will maintain comprehensive books and records relating to any services performed under this Agreement, which will be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, will have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") will be and remain the sole and exclusive property of the District when developed and will be considered work for hire.
- b. Engineer will deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer will deliver all such Work Product whether complete or not. The District will have all rights to use any and all Work Product. Engineer will retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District will indemnify Engineer from

any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District will have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder will be kept on a basis of generally accepted accounting principles and will be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. Engineer will, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000 Bodily Injury / Property Damage
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Engineer will, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer will pay the cost for that required insurance and will furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

13. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. Engineer agrees that the District or any of its duly authorized representatives will, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement will be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records will be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent that a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars and Engineer will carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement will constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY

**REGULAR MAIL AT C/O WRATHELL, HUNT AND ASSOCIATES, LLC,
2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

19. EMPLOYMENT VERIFICATION. Engineer agrees that it will bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. Engineer will comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer will 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer will maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District will promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, will promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. Engineer will bear the responsibility for acting in the District's best interests, will avoid any conflicts of interest and will abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer will be deemed to have made all of the representations and warranties of Engineer set forth herein and will be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer will obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer will be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer will serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws.

Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer will not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer will have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor Engineer will assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement will inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. Engineer and the District agree that this Agreement will be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement will be in the State Courts located in Hernando County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer will not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer will not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the Parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement will be construed as if both parties jointly prepared it, and no presumption against one party or the other will govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") will be in writing and will be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: Southern Hills Plantation I CDD

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Coastal Engineering Associates, Inc.
966 Candlelight Boulevard
Brooksville, Florida 34601
Attn: Joe Calamari, P.E.

Except as otherwise provided in this Agreement, any Notice will 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, will 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 will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. 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 will be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together will constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

34. ANTI-HUMAN TRAFFICKING. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

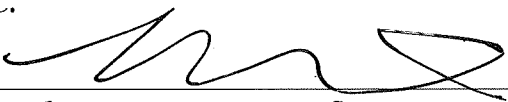
[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson / Vice Chairperson,
Board of Supervisors

**COASTAL ENGINEERING ASSOCIATES,
INC.**



By: Fred M. Smith
Its: MANAGER

Exhibit A: Form of Work Authorization
Exhibit B: Hourly Fee Schedule

EXHIBIT A
Form of Work Authorization

Southern Hills Plantation I Community Development District
City of Brooksville, Florida

Subject: **Work Authorization Number** ____
Southern Hills Plantation I Community Development District

Dear Chairperson, Board of Supervisors:

Coastal Engineering Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Southern Hills Plantation I Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated December 1, 2024 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate Engineer in a flat fee amount of \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Southern Hills Plantation I
Community Development District

By: _____
Authorized Representative

Date: _____

Sincerely,

Coastal Engineering Associates, Inc.

By: _____
Authorized Representative

Date: 12/3/24.

EXHIBIT B
Hourly Fee Schedule

STANDARD HOURLY RATES
Effective January 2024

Principal/Expert Testimony \$295.00

PLANNING

Principal Planner (Land Use/Transportation) \$205.00

Senior Planner \$165.00

Staff Planner \$125.00

ENVIRONMENTAL

Principal Environmental Scientist \$195.00

Senior Environmental Scientist \$165.00

ENGINEERING

Principal Engineer* (Environmental/Transportation/Drainage) \$235.00

Project Manager \$195.00

Senior Project Engineer \$180.00

Project Engineer \$150.00

Senior Designer \$124.00

Designer \$100.00

*(Professional Engineer Registered in the State of Florida)

CONSTRUCTION OBSERVATION

Principal \$225.00

Project Manager \$180.00

Senior Construction Manager/Inspector \$125.00

Construction Representative \$80.00

SURVEY

Senior Land Surveyor \$175.00

Land Surveyor \$115.00

Survey Crew \$175.00

Senior Survey Technician \$95.00

Survey Technician \$79.00

SUPPORT PERSONNEL

Administrative Support \$79.00

REIMBURSABLES & REPROGRAPHICS PRICE LIST
Effective October 2022

Direct and Out-of-Pocket Expenses.....	Invoice Plus 15%
Regulatory Permit/Filing Fees	Fee plus 15%
Travel.....	\$0.625/Mile
Postage	Cost

BLACK & WHITE COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" X 11"	15¢
8.5" x 14"	25¢
11" X 17"	50¢
COLOR COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" X 11"	65¢
8.5" x 14"	75¢
11" X 17"	\$1.00
LARGE FORMAT COPIES/PRINTS	PRICE PER COPY/PRINT
Black & White Copies/Prints	
ARCH/ANSI	\$4.75
MYLAR	\$30.00
HIGH RESOLUTION	\$35.00
Color Copies/Prints	PRICE PER COPY/PRINT
ARCH/ANSI	\$14.75
HIGH RESOLUTION	\$50.00
ADDITIONAL	
PUBLIC MEETING MAILOUT (price per each)	\$3.50
BOUND REPORTS (price per each)	\$7.50 + Print Cost
ELECTRONIC MEDIA	
CD (price per each)	\$8.50
USB (price per each)	\$10.00

NOTE: RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ADMINISTRATIVE BILLING WILL APPLY IN ADDITION TO PRINT COST.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Coastal Engineering Associates, Inc., a Florida corporation (the "Engineer"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Engineer.
2. The Engineer does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Engineer does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

COASTAL ENGINEERING ASSOCIATES, INC.

By: _____

Name: FRANK MONTIEL

Title: MANAGER

Date: 12/13/24

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of Coastal Engineering Associates, Inc., who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 2024.

(Notary Seal)

Notary Public

Work Authorization No. 1

Southern Hills Plantation I Community Development District
City of Brooksville, Florida

Subject: **Work Authorization Number 1**
Southern Hills Plantation I Community Development District

Dear Chairperson, Board of Supervisors:

Coastal Engineering Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Southern Hills Plantation I Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated December 1, 2024, ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to conduct a site visit and prepare a topographic survey of Lot 2 and the surrounding properties as depicted in the plat titled Southern Hills Plantation Phase 2A, Plat Book 36, Page 68 et seq., of the Public Records of Hernando County, Florida, as described in **Exhibit A** attached hereto.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$8,800. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

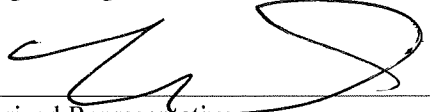
Southern Hills Plantation I
Community Development District

By: _____
Authorized Representative

Date: _____

Sincerely,

Coastal Engineering Associates, Inc.

By:  _____
Authorized Representative

Date: 12/3/24

Exhibit A: Engineer's Proposal

Exhibit A
Engineer's Proposal



Agreement for Services

To: Southern Hills Plantation CDD-1 Date: November 15, 2024

Attn: c/o Wrathell, Hunt and Associates, LLC
Chesley "Chuck" E. Adams Jr., Director of Operations
adamsc@whhassociates.com

From: Ford Manuel, Manager Coastal Job# P-2166

Description: Ph2A – Lot 2 / 19501 Autumn Oak Lane Drainage Review

SCOPE OF WORK:

.01A Professional Services/Principal Assistance

1. Provide principal assistance, as requested by Client, which may consist of research, agency meetings, Client meetings, coordination with other consultants, schedules, cost estimates, permitting, etc.
 - a. Includes As-Built Topo of Lot 2 and surrounding properties contributing to the drainage issue.
 - b. Site Visits
 - c. Signed and Sealed Engineering Drainage Sketch

PROFESSIONAL FEES:

Planning Services:

.01A-1 Professional Services/Principal Assistance Hourly not to exceed \$8,888.00
without prior Client authorization.

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2024**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Wells Fargo	\$ 42,467	\$ -	\$ 42,467
Bank United ICS	484,775	-	484,775
Bank United - 1546	50,000	-	50,000
SBA	103	-	103
Undeposited funds	176	-	176
Investments			
Revenue - A1	-	88,520	88,520
Revenue - A2	-	127,171	127,171
Reserve - A1	-	512,628	512,628
Reserve - A2	-	86,153	86,153
Prepayment - A1	-	24,555	24,555
Prepayment - A2	-	786	786
Cost of Issuance	-	19,887	19,887
Due from other funds			
Debt service	31,652	-	31,652
Due from Developer	-	371,966	371,966
Assessments receivable - on-roll	-	9,140	9,140
Assessments receivable - off-roll	3,404	743,932	747,336
Due from Southern Hills III	8,010	-	8,010
Deposits	2,789	-	2,789
Total assets	<u>\$ 623,376</u>	<u>\$ 1,984,738</u>	<u>\$ 2,608,114</u>
LIABILITIES			
Liabilities			
Due to other funds			
General fund	-	31,652	31,652
Due to Developer	37	-	37
Matured bonds payable A2	-	540,000	540,000
Total liabilities	<u>37</u>	<u>571,652</u>	<u>571,689</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	8,010	1,115,897	1,123,907
Total deferred inflows of resources	<u>8,010</u>	<u>1,115,897</u>	<u>1,123,907</u>
Fund balances			
Restricted for:			
Debt service	-	297,189	297,189
Unassigned	615,329	-	615,329
Total fund balances	<u>615,329</u>	<u>297,189</u>	<u>912,518</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 623,376</u>	<u>\$ 1,984,738</u>	<u>\$ 2,608,114</u>

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ -	\$ -	\$ 260,465	0%
CDD II shared costs payment	-	-	20,000	0%
CDD III shared costs payment	-	-	32,811	0%
Interest & miscellaneous	1,744	1,744	20,000	9%
Total revenues	1,744	1,744	333,276	1%
EXPENDITURES				
Professional & administrative				
Legislative				
Supervisor fees	1,800	1,800	9,300	19%
Financial & administrative				
Management	2,500	2,500	30,000	8%
Engineering	-	-	2,500	0%
Dissemination agent	208	208	2,500	8%
Trustee	-	-	4,300	0%
Audit	-	-	3,250	0%
Arbitrage rebate calculation	-	-	650	0%
Insurance: public officials liability	6,179	6,179	6,350	97%
Legal advertising	-	-	750	0%
Bank fees	-	-	600	0%
Annual district filing fee	175	175	175	100%
Website	-	-	790	0%
ADA website compliance	-	-	210	0%
Postage	149	149	500	30%
Office supplies	-	-	500	0%
Legal counsel				
District counsel	-	-	15,000	0%
Total professional & administrative	11,011	11,011	77,375	14%

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Electric utility services				
Street lights	2,920	2,920	37,000	8%
Stormwater control				
Lake/pond bank maintenance	1,800	1,800	45,000	4%
Aquatic maintenance	-	-	35,000	0%
Aquatic plant replacement	-	-	2,500	0%
Lake/pond repair	-	-	2,500	0%
Other physical environment				
Insurance: property	12,643	12,643	14,021	90%
Entry & walls maintenance	125	125	6,400	2%
Landscape maintenance	-	-	90,000	0%
Holiday decorations	3,750	3,750	7,500	50%
Irrigation repairs & maintenance	9,855	9,855	10,000	99%
Landscape replacement	-	-	5,000	0%
Culvert inspection and cleaning	-	-	2,500	0%
Annual Mulching	-	-	10,000	0%
Miscellaneous contingency	-	-	2,500	0%
Total field operations	<u>31,093</u>	<u>31,093</u>	<u>269,921</u>	12%
Other fees and charges				
Property appraiser	5,808	5,808	22,035	26%
Tax collector	-	-	10,853	0%
Total other fees and charges	<u>5,808</u>	<u>5,808</u>	<u>32,888</u>	18%
Total expenditures	<u>47,912</u>	<u>47,912</u>	<u>380,184</u>	13%
 Excess/(deficiency) of revenues over/(under) expenditures	 (46,168)	 (46,168)	 (46,908)	
 Fund balance - beginning	 <u>661,497</u>	 <u>661,497</u>	 <u>716,762</u>	
Fund balance - ending	<u>\$ 615,329</u>	<u>\$ 615,329</u>	<u>\$ 669,854</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 OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ -	\$ -	\$ 767,885	0%
Special assessments: off-roll	-	-	185,983	0%
Interest	3,491	3,491	-	N/A
Total revenues	<u>3,491</u>	<u>3,491</u>	<u>953,868</u>	0%
EXPENDITURES				
Principal - A1	-	-	265,000	0%
Principal - A2	-	-	210,000	0%
Interest - A1	-	-	228,520	0%
Interest - A2	-	-	183,860	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>887,380</u>	0%
Other fees and charges				
Legal fees	300	300	4,632	6%
Property appraiser	15,596	15,596	15,998	97%
Tax collector	-	-	15,998	0%
Total other fees and charges	<u>15,896</u>	<u>15,896</u>	<u>36,628</u>	43%
Total expenditures	<u>15,896</u>	<u>15,896</u>	<u>924,008</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	(12,405)	(12,405)	29,860	
Fund balance - beginning	309,594	309,594	730,546	
Fund balance - ending	<u>\$ 297,189</u>	<u>\$ 297,189</u>	<u>\$ 760,406</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 November 4, 2024 at 10:00 a.m., at the Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601.

Present were:

John McCoskrie	Chair
Richard Pakan	Vice Chair
George Ostensen	Assistant Secretary
Margaret Bloomquist	Assistant Secretary
Eugene Tomashosky	Assistant Secretary

Also present:

Chuck Adams (via telephone)	District Manager
Grace Kobitter (via telephone)	District Counsel
Joe Calamari	District Engineer
Alex Kurth	Premier Lakes

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:04 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments (Agenda Items)

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Update/Discussion/Consideration:
Steadfast Environmental, LLC Items**

A. Lake Maintenance Reports – October 2024

Mr. Kurth presented the Lake Maintenance Reports. Kennedy Electric will be on site November 7, 2024 to review areas to connect to existing power or establish power for aerators. He hopes to present the aerator proposals at the next meeting.

Mr. Kurth stated that the Golf Course Superintendent indicated that he is no longer having issues with clogged irrigation heads.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Declaring a Vacancy in Seats 3 and 4 of the Board of Supervisors Pursuant to Section 190.006(3)(B), Florida Statutes; and Providing for Severability and an Effective Date

Mr. Adams presented Resolution 2025-01. Since no one qualified to run in the General Election for Seats 3 and 4, currently held by Supervisors A. George Ostensen and Eugene Tomashosky, respectively, those seats will be declared vacant after the November 2024 General Election. At the next meeting, the Board can nominate Qualified Electors or the incumbent Board Members to fill the vacant seats.

Ms. Bloomquist suggested posting the vacancies in the bulletin. She noted that the HOA is changing Property Management companies on January 1, 2025.

On MOTION by Mr. McCoskrie and seconded by Mr. Pakan, with all in favor, Resolution 2025-01, Declaring a Vacancy in Seats 3 and 4 of the Board of Supervisors Pursuant to Section 190.006(3)(B), Florida Statutes; and Providing for Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2024

Mr. Pakan presented the Unaudited Financial Statements as of September 30, 2024. He reiterated last month's request for the Year-to-Date adjustments to be reflected in the current month they occur.

Mr. McCoskrie asked if the Bond Trustee will use reserve funds to pay the A1 Bonds interest payment due November 1, 2024. Mr. Adams stated he will inquire.

On MOTION by Mr. McCoskrie and seconded by Mr. Ostensen, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

SIXTH ORDER OF BUSINESS

Approval of October 7, 2024 Regular Meeting Minutes

The following changes were made:

Line 22: Replace "_____" with "Powell"

Line 86: Delete "budget"

Discussion ensued regarding determining a balance amount to keep in the BankUnited ICS and Wells Fargo Accounts, amending the CDD II and CDD III budgets to include additional expenses not included in the original sample and Interlocal Agreements and establishing a Committee in April 2025 to work on the proposed CDD II and CDD III Fiscal Year 2026 budgets.

Line 106: Change "proposed" to "discussed"

Line 122 Change "the Pizza Man's" to "Richard's"

Mr. McCoskrie advised the new Board Members that District Counsel confirmed that the CDD is only obligated to cut down diseased trees in the conservation easement only if the CDD is informed that it is diseased. Regarding a tracking mechanism, Mr. Adams stated that the Steadfast Arborist will determine tree health and include it in his report.

Line 139: Change "staff" to "socks"

Regarding a comment on Line 147, Ms. Bloomquist stated she will confirm with the City that there is a three-year moratorium on new development for sewer/wastewater systems, which could impact the front entrance, and ask for the status of storm debris street cleanup.

Line 151: Change "tops" to "socks"

On MOTION by Mr. Ostensen and seconded by Mr. Pakan, with all in favor, the October 7, 2024 Regular Meeting Minutes, as amended, were approved.

SEVENTH ORDER OF BUSINESS**Other Business**

Mr. Ostensen asked if Steadfast's contractor completed pouring the sidewalk panels where the irrigation main line was repaired. He noted Steadfast is preparing a proposal to remove the palm stump at the front entrance and he is meeting with Tim to go over the holiday lighting. Asked if the CDD has storm insurance, Mr. Adams stated not for landscaping, as landscaping is not an insurable asset.

Mr. Ostensen presented and distributed a list of four candidates to replace the pier lights at the front entrance with LED censored lights. He recommends the first vendor. The Board consensus was to proceed.

Mr. Tomashosky stated he is waiting for Cloud Nine to determine the source of the berm collapse and to provide a repair quote.

Mr. McCoskrie stated that he hopes to present Steadfast proposals to clean the storm structures and for forestry work on the dry ponds at the next meeting.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kobitter stated that certain residents engaged an Attorney to submit a demand to the HOA regarding alleged issues with the stormwater management system and some flooding on their property. As the Attorney requested the CDD be involved in the mediation with the HOA, her office is reviewing the documents that were submitted to determine whether it would be beneficial for the CDD to participate or if it is even in the CDD's best interest. Mr. McCoskrie believes he knows who some of the residents are and noted that Steadfast is cleaning out the blocked culvert in the conservation easement and spoke to some residents about elevation levels.

B. District Engineer: Coastal Engineering Associates, Inc.**C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no District Engineer or District Manager reports.

- **NEXT MEETING DATE: December 9, 2024 at 10:00 AM**

133 ○ **QUORUM CHECK**

134

135 **NINTH ORDER OF BUSINESS**

Supervisors' Requests

136

137 There were no Supervisors' requests.

138

139 **TENTH ORDER OF BUSINESS**

Adjournment

140

141 **On MOTION by Mr. Pakan and seconded by Mr. Ostensen, with all in favor, the**
142 **meeting adjourned at 10:57 a.m.**

143

144

145

146

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

147

148

149

150

151

Secretary/Assistant Secretary

Chair/Vice Chair

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024*	Regular Meeting	10:00 AM**
November 4, 2024*	Regular Meeting	10:00 AM**
December 9, 2024	Regular Meeting	10:00 AM**
January 13, 2025	Regular Meeting	10:00 AM**
February 10, 2025	Regular Meeting	10:00 AM**
March 10, 2025	Regular Meeting	10:00 AM**
April 14, 2025	Regular Meeting	10:00 AM**
May 12, 2025	Regular Meeting	10:00 AM**
June 9, 2025	Regular Meeting	10:00 AM**
July 14, 2025	Regular Meeting	10:00 AM**
August 11, 2025	Regular Meeting	10:00 AM**
September 8, 2025	Regular Meeting	10:00 AM**
**Meetings will convene immediately following the adjournment of the Southern Hills Plantation III CDD meetings, scheduled to commence at 10:00 AM		

Exceptions

* October and November meeting dates are one (1) week earlier to accommodate the Columbus Day and Veterans Day holidays