

**SOUTHERN HILLS
PLANTATION I
COMMUNITY DEVELOPMENT
DISTRICT**

April 14, 2025

**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

April 7, 2025

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 April 14, 2025 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. Update/Discussion/Consideration: Premier Lakes, Inc. Items
 - Lake Maintenance Reports - March 2025
4. Consideration of Resolution 2025-03, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
5. Consideration of Kilinski | Van Wyk PLLC Fee Increase
6. Acceptance of Unaudited Financial Statements as of February 28, 2025
7. Approval of March 10, 2025 Regular Meeting Minutes
8. Other Business
9. 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: May 12, 2025 at 10:00 AM

ATTENDEES:

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

○ QUORUM CHECK

SEAT 1	JOHN MCCOSKRIE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RICHARD PAKAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	GEORGE OSTENSEN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	EUGENE TOMASHOSKY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MARGARET BLOOMQUIST	☐ IN PERSON	☐ PHONE	☐ NO

10. Supervisors' Requests

11. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

3



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

Work Order

DATE	03/13/2025 -
TECH(S)	Dave Smallridge
JOB #	1060222419

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 Algae and grasses on ponds b-1 b-2 b-3 l5aa l7bb L8CC l8aa l10aa l10bb l10cc l5h l5hh
------------------	---

Work Order



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

DATE	03/21/2025 -
TECH(S)	Dave Smallridge
JOB #	1052213676

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	Grasses and cattails on ponds 10aa 10bb 10cc 8aa 8bb 9cc 8cc 7bb 5aa 5gg
------------------	--



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

Work Order

DATE	03/27/2025 -
TECH(S)	Dave Smallridge
JOB #	1053603953

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 Algae on ponds l8aa l8bb L8CC l10cc b-1 b-2 b-3 l10aa l10bb l8aa l7bb l5aa l911 l5hh l210aa.
------------------	---

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Southern Hills Plantation I Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of April, 2025.

ATTEST:

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

Southern Hills Plantation I

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: 04/14/2025

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

5



**KILINSKI
VAN WYK**

Offices: Jacksonville | Tallahassee | Tampa

517 E. College Avenue
Tallahassee, Florida 32301
877-350-0372

April 7, 2025

Board of Supervisors
Southern Hills Plantation I Community Development District
c/o Chuck Adams, District Manager

Re: Kilinski | Van Wyk PLLC

Dear Board Members:

We are pleased to have the opportunity to provide legal services to the Southern Hills Plantation I Community Development District, and we would like to take this opportunity to address our hourly rates for the Fiscal Year beginning October 1, 2025. Our rates have had minimal \$5/hour adjustments since our Firm's engagement in 2021, when we held pricing from our previous firm's engagement. For reference, our new client rates for partners are \$365-\$400; of counsel lawyers are billed at \$350-\$365; associates are billed at \$275-\$325; and paralegals are billed at \$190-\$200/hour.

This letter sets forth our proposal for an adjustment in legal fees charged to the District commencing with the Fiscal Year beginning October 1, 2025. The increases are based upon our costs of doing business, inflationary pressures, increases in the experience and expertise of our attorneys, and other factors, and will allow us to continue providing you with high quality legal advice.

	Current	FY 2025/2026	Calendar Year 2027
Partners	305	335-350	350-385
Of Counsel/Senior Attorneys	305	335-350	335-365
Associates	280	275-305	275-315
Paralegals	185	190	195

We are proposing not to step the second fee increase until January 1, 2027. As we have in the past, we will endeavor to keep our fees as low as possible to you, while maintaining our professional and ethical obligations to provide service. We welcome the opportunity to discuss this proposal with you further and appreciate your continued partnership. If you agree to this proposed fee increase, please sign below and return a copy to me at jennifer@cddl原因.com. If you have any questions, please feel free to call.

Accepted:

Very truly yours,

Chair, Board of Supervisors
Date: _____

Kilinski | Van Wyk PLLC
Jennifer Kilinski
Jennifer L. Kilinski

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	Major Funds		Total
	General	Debt Service	Governmental Funds
ASSETS			
Wells Fargo	\$ 67,253	\$ -	\$ 67,253
Bank United ICS	339,127	-	339,127
Bank United - 1546	50,000	-	50,000
SBA	104	-	104
Undeposited funds	176	-	176
Investments			
Revenue - A1	-	169,284	169,284
Revenue - A2	-	116,380	116,380
Reserve - A1	-	483,985	483,985
Reserve - A2	-	87,463	87,463
Interest - A2	-	107,590	107,590
Prepayment - A1	-	24,929	24,929
Prepayment - A2	-	798	798
Cost of Issuance	-	20,189	20,189
Due from other funds			
Debt service	34,384	-	34,384
Due from Developer	-	371,966	371,966
Assessments receivable - off-roll	-	743,931	743,931
Undeposited Funds	-	5,559	5,559
Due from Unplatted Lands	-	110,805	110,805
Due from Future Club Villa	-	28,682	28,682
Due from Southern Hills III	774	-	774
Deposits	2,789	-	2,789
Total assets	<u>\$ 494,607</u>	<u>\$ 2,271,561</u>	<u>\$ 2,766,168</u>
LIABILITIES			
Liabilities			
Due to other funds			
General fund	\$ -	\$ 34,384	\$ 34,384
Due to Developer	37	-	37
Matured bonds payable A2	-	540,000	540,000
Total liabilities	<u>37</u>	<u>574,384</u>	<u>574,421</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	774	1,255,384	1,256,158
Total deferred inflows of resources	<u>774</u>	<u>1,255,384</u>	<u>1,256,158</u>
Fund balances			
Restricted for:			
Debt service	-	441,793	441,793
Unassigned	493,796	-	493,796
Total fund balances	<u>493,796</u>	<u>441,793</u>	<u>935,589</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 494,607</u>	<u>\$ 2,271,561</u>	<u>\$ 2,766,168</u>

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ -	\$ 87,687	\$ 260,465	34%
CDD II shared costs payment	-	-	20,000	0%
CDD III shared costs payment	-	3,100	32,811	9%
Interest & miscellaneous	-	6,109	20,000	31%
Total revenues	-	96,896	333,276	29%
EXPENDITURES				
Professional & administrative				
Legislative				
Supervisor fees	1,000	5,800	9,300	62%
Financial & administrative				
Management	2,500	12,500	30,000	42%
Engineering	3,392	3,879	2,500	155%
Dissemination agent	208	1,042	2,500	42%
Trustee	-	-	4,300	0%
Audit	-	-	3,250	0%
Arbitrage rebate calculation	-	-	650	0%
Insurance: public officials liability	-	6,179	6,350	97%
Legal advertising	-	266	750	35%
Bank fees	-	39	600	7%
Annual district filing fee	-	175	175	100%
Website	-	-	790	0%
ADA website compliance	-	-	210	0%
Postage	206	848	500	170%
Office supplies	-	-	500	0%
Legal counsel				
District counsel	-	8,070	15,000	54%
Total professional & administrative	7,306	38,798	77,375	50%

**SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Electric utility services				
Street lights	2,911	14,632	37,000	40%
Stormwater control				
Lake/pond bank maintenance	11,374	37,708	45,000	84%
Aquatic maintenance	-	-	35,000	0%
Aquatic plant replacement	-	-	2,500	0%
Lake/pond repair	-	56,566	2,500	2263%
Other physical environment				
Insurance: property	-	12,643	14,021	90%
Entry & walls maintenance	-	340	6,400	5%
Landscape maintenance	18,068	32,236	90,000	36%
Holiday decorations	-	7,500	7,500	100%
Irrigation repairs & maintenance	1,362	15,996	10,000	160%
Landscape replacement	-	-	5,000	0%
Culvert inspection and cleaning	-	11,600	2,500	464%
Annual Mulching	-	12,875	10,000	129%
Conservation Area Maintenance	-	20,250	-	N/A
Miscellaneous contingency	-	18	2,500	1%
Total field operations	<u>33,715</u>	<u>222,364</u>	<u>269,921</u>	82%
Other fees and charges				
Property appraiser	-	5,808	22,035	26%
Tax collector	-	1,763	10,853	16%
Total other fees and charges	<u>-</u>	<u>7,571</u>	<u>32,888</u>	23%
Total expenditures	<u>41,021</u>	<u>268,733</u>	<u>380,184</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	(41,021)	(171,837)	(46,908)	
Fund balance - beginning	534,817	665,633	716,762	
Fund balance - ending	<u>\$ 493,796</u>	<u>\$ 493,796</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 FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessments: on-roll	\$ -	\$ 258,190	\$ 767,885	34%
Special assessments: off-roll	-	-	185,983	0%
Assessment prepayment	5,559	5,559	-	N/A
Interest	2,360	14,092	-	N/A
Total revenues	<u>7,919</u>	<u>277,841</u>	<u>953,868</u>	29%
EXPENDITURES				
Principal - A1	-	-	265,000	0%
Principal - A2	-	-	210,000	0%
Interest - A1	-	124,555	228,520	55%
Interest - A2	-	-	183,860	0%
Total expenditures	<u>-</u>	<u>124,555</u>	<u>887,380</u>	14%
Other fees and charges				
Legal fees	-	300	4,632	6%
Property appraiser	-	15,596	15,998	97%
Tax collector	-	5,191	15,998	32%
Total other fees and charges	<u>-</u>	<u>21,087</u>	<u>36,628</u>	58%
Total expenditures	<u>-</u>	<u>145,642</u>	<u>924,008</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	7,919	132,199	29,860	
Fund balance - beginning	433,874	309,594	730,546	
Fund balance - ending	<u>\$ 441,793</u>	<u>\$ 441,793</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 March 10, 2025 at 10:00 a.m., at the Southern Hills Plantation Clubhouse, 4200 Summit View Drive, Brooksville, Florida 34601.

Present:

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

Also present:

Chuck Adams	District Manager
Grace Rinaldi	District Counsel
Joe Calamari	District Engineer
Alex Kurth (via telephone)	Premier Lakes
Lilly Caruso	Resident
Rick Steegal	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments (Agenda Items)

Resident Rick Steegal recalled an issue in 2023 with individuals fishing in the pond near his home. An altercation ensued between his neighbors and the trespassers, Law enforcement was called and the matter was resolved. The Board was made aware of the incident, which resulted in the installation of “No Trespassing” signage. Recently, numerous individuals have

been fishing on the other side of the pond near his home. He and his spouse are snowbirds and they no longer feel secure in the community so they contacted the HOA about security matters.

Mr. Steegal stated there are two alligators in the lake and voiced his concerns about CDD, HOA or homeowner liability in the event someone is injured by an alligator. He suggested posting “Beware of Alligator” signage.

Mr. McCoskrie voiced his opinion that it would be a good idea to order 15 to 20 “Beware of Alligator” signs and have them installed near the ponds. He urged Mr. Steegal to continue working with the HOA about the security matter.

Mr. Adams stated the question of liability was broached by several of his clients following an incident wherein someone was killed by an alligator. He contacted the CDD’s insurance carrier, Florida Insurance Alliance (FIA), and FIA’s response was that the CDD is not required to have alligator warning signs posted but, if the CDD chooses to install signage, it should do so in the high-profile areas, such as at the gatehouse and bag drop near the golf course. The issue with installing signs around the ponds is, if they are not posted a certain amount of feet apart, the CDD could be held liable if someone is injured.

Regarding fishing in CDD ponds and the easement, Ms. Rinaldi stated the dedication language on the plat states that there is no recreational purpose or use for these easements and the ponds are strictly for the purposes of maintaining and repairing the stormwater systems.

Resident Lilly Caruso asked for an update on the erosion issue at the back ponds near her home. Mr. McCoskrie stated an update will be provided later in the meeting.

THIRD ORDER OF BUSINESS

Update/Discussion/Consideration: Premier Lakes, Inc. Items

- **Lake Maintenance Reports – February 2025**

Mr. Kurth presented the February 2025 Lake Maintenance Reports and reported the following:

➤ There was a slight increase in algae growth, which is to be expected with consistent warmer weather.

➤ All treatments have been successful; good control is being achieved utilizing the normal treatment protocols.

➤ Crews will continue monitoring the ponds to see if there is a gradual increase of algae growth, month-over-month; growth is currently not too concerning.

Mr. McCoskrie stated he would like the Completion Notes in the Report to list the ponds in order and for the lakes to be capitalized, throughout. Mr. Kurth stated, the way the algae treatments are done with the three visits per month is that the ponds are treated for algae on the first and the third visits, and the focus on the middle visit is on the grasses; the treatments are rotated to make sure that they are done properly.

Mr. Kurth left the call.

FOURTH ORDER OF BUSINESS

Update: US 41 Median Maintenance Agreement with FDOT

Mr. Ostensen stated the median on 41 was cleared of the crepe myrtles and the muhly grass is also gone. He conferred with Pat about the sodding and was told that the issue with the sod is that it is sold by the pallet, which is \$600 per pallet. The vendor stump grinding was completed for all the stumps. Mr. Ostensen will draft a memorandum to the Florida Department of Transportation (FDOT) regarding median maintenance that was completed and forward it to the Chair for review.

FIFTH ORDER OF BUSINESS

Update: Status of Irrigation Issues

Mr. Ostensen stated he asked Pat for an update; they are waiting on a list and this will be a complete mapping of the system. Since there are no as-built plans, progress is slow; however, as the project proceeds, if the maintenance costs are still more than what the Board wants to pay, a long-term solution can be considered. Being knowledgeable about what is currently in the ground is a good first step.

Asked if all the shut-off valves and manifolds were identified, Mr. Ostensen replied affirmatively.

Mr. McCoskrie stated, on February 17, 2025, he approved a \$2,100 proposal to wire track the main line from Broad Street east to Summit View Drive; a map will be provided showing all the locations that were wire-tracked.

On MOTION by Mr. Ostensen and seconded by Mr. Pakan, with all in favor, Proposal SCA-1398 for irrigation tracking, in the amount of \$2,100, was ratified.

SIXTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of January 31, 2025**

On MOTION by Mr. Pakan and seconded by Mr. McCoskrie, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

SEVENTH ORDER OF BUSINESS**Approval of February 10, 2025 Regular Meeting Minutes**

The following changes were made:

Line 64: Change "grated" to "graded"

Line 82: Change "County" to "State"

Line 83: Change "replacing" to "removing" and delete "with crepe myrtles"

Line 121: Change "Dave Kingsbury" to "Jason Rally"

Line 122: Insert "and with David Kingsbury on reclaimed water" after "issues".

Line 137: Insert "District" before "permit"

Lines 142 through 143: Delete "a depression, a berm, a culvert"

On MOTION by Mr. Ostensen and seconded by Mr. McCoskrie, with all in favor, the February 10, 2025 Regular Meeting Minutes, as amended, were approved.

EIGHTH ORDER OF BUSINESS**Other Business**

Regarding reclaimed water, Ms. Bloomquist stated she met with Mr. David Kingsbury at the reclaimed water pond and she emailed everyone that the pump was down that weekend so

no water was being pumped in. When she met with him on February 20, 2025, they were pumping 735,000 gallons a day and were going to continue pumping until it was back up to normal. At the time, Mr. Kingsbury mentioned that, as far as some of the algae, he felt strongly that aeration would help that pond and Ponds 8-AA and 8-CC, which she thinks means Mr. Kingsbury is a real proponent of aeration.

Regarding the roads, Ms. Bloomquist stated, after noticing that the sidewalk work commenced, she emailed Mr. Jason Rally to thank him for facilitating it and she inquired about paving the roadways. Mr. Rally advised her that he was working on a list for the upcoming paving contract and will try to get the damaged portion of Southern Hills Boulevard on the list; however, he does not make the final determination of which roads are paved.

In response to a question regarding if patches will be replaced before repaving, Ms. Bloomquist felt that no additional work will be done but she could email the City and inquire.

Mr. McCoskrie asked Ms. Bloomquist to research the Utility Services Agreement between the City of Brooksville, SHT Group LLC and SH Venture LLC, which is recorded, and the Bulk Irrigation Water Services Agreement between the HOA and Southern Hills Irrigation, which is not recorded, to see if the allocation between the residents and the golf course are being handled properly.

Mr. McCoskrie reiterated that he approved \$2,100 to wire-track Mainline Boulevard. Andrew is researching names of commercial irrigation companies. Mr. Calamari drafted a letter to the Southwest Florida Water Management District (SWFWMD), on behalf of the CDD's clients, notifying of a depression repair in DRA-5EE. Further, there was a planning and zoning meeting with the City this past month, wherein the City approved the expansion of Real Tree Lane. He approved a \$4,100 invoice for the depression repair and culvert cleaning.

On MOTION by Mr. McCoskrie and seconded by Mr. Tomashosky, with all in favor, Penault LLC Proposal #25-0028 for fill for the depression repair and for culvert cleaning, in the amount of \$4,100, was ratified.

Mr. McCoskrie stated that Ms. Caruso, who attended the last meeting, lives near Pond L160-AA, where Lennar is finishing construction work. The CDD asked Lennar to cleanup and sod the pond banks near Ms. Caruso's home.

Regarding Amendment 12, Ms. Rinaldi stated, when she corresponded with the Attorney for the HOA, prior to the last meeting, the understanding was that the draft corrective 12th Amendment would be revised to state that the entity that owns the pond is responsible for its maintenance and, although she followed up with the Attorney numerous times since the last meeting, she has yet to hear back regarding this item.

Discussion ensued regarding the 12th Amendment, developing a plan of action to maintain neglected ponds, the HOA repairing the berm, unidentified dry retention areas, the Weston matter and the survey.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

There was no report.

B. District Engineer: Coastal Engineering Associates, Inc.

Mr. Calamari asked about the Interlocal Agreement meeting. Ms. Rinaldi stated the District Manager will coordinate with the Managers for SHP II CDD and SHPIII CDD to schedule the meeting. Mr. Adams stated it can be arranged as a Teams Meeting.

Mr. Calamari stated the number that must be identified is the cost of maintaining the Boulevard. The percentages are already laid out. Mr. Adams recommended that Mr. Calamari use the current year's budget and utilize the max percent increase.

Discussion ensued regarding the Interlocal meeting, irrigation system, Steadfast contract, budget line items specific to the agreement and the roadway repairs.

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

- **NEXT MEETING DATE: : April 14, 2025 at 10:00 AM**

- **QUORUM CHECK**

TENTH ORDER OF BUSINESS

Supervisors' Requests

191

192 There were no Supervisors' requests.

193

194 **ELEVENTH ORDER OF BUSINESS****Adjournment**

195

196 **On MOTION by Mr. McCoskrie and seconded by Mr. Ostensen, with all in favor,**
197 **the meeting adjourned at 11:17 a.m.**

198

199

200

201

202

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

203
204
205
206
207

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