

HAWTHORNE

MILL NORTH

**COMMUNITY DEVELOPMENT
DISTRICT**

January 15, 2025

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Hawthorne Mill North Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

January 8, 2025

Board of Supervisors

Hawthorne Mill North Community Development District

Dear Board Members:

The Board of Supervisors of the Hawthorne Mill North Community Development District will hold a Regular Meeting on January 15, 2025, immediately following the Landowners' Meeting scheduled to commence at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors [Seats 3, 4, 5] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation 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. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date
6. Consideration of Resolution 2025-03, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date [Expansion Parcel]

ATTENDEES:

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

NOTE: Meeting Location

7. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Ratification Items
 - A. United Land Services, LLC First Amendment to Landscape & Irrigation Services Agreement
 - B. Lake Pros LLC, First Amendment to Lake Maintenance Services Agreement
 - C. Non-Exclusive Perpetual Utility Easement (Irrigation)
 - D. Hoover Pumping Systems Corp. Agreement for Services
 - E. Fiscal Year 2025 Deficit Funding Agreement
 - F. Insight Irrigation LLC, Irrigation Monitoring Agreement
9. Acceptance of Unaudited Financial Statements as of November 30, 2024
10. Approval of August 14, 2024 Public Hearings and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. Field Operations: *Leland Management, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- February 12, 2025 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting and Harmony on Lake Eloise CDD meeting, scheduled to commence at 9:30 AM, respectively [Regular Meeting]
- February 19, 2025 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting and Harmony on Lake Eloise CDD meeting, scheduled to commence at 9:30 AM, respectively [Special Meeting]

- QUORUM CHECK

SEAT 1	CHRIS TYREE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MARY MOULTON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROGER VAN AUKE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	SHELLEY KAERCHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JC NOWOTNY	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,



Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hawthorne Mill North Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within City of Lakeland, Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT:

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

BOARD OF SUPERVISORS	SEAT	VOTES
	Seat 3	
	Seat 4	
	Seat 5	

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
	Seat 3	
	Seat 4	
	Seat 5	

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of January, 2025

Attest:

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT
DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Hawthorne Mill North 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 appoint and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are appointed as Officer(s) of the District effective January 15, 2025:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 15, 2025:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 15TH DAY OF JANUARY, 2025.

ATTEST:

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

[UNIFORM METHOD SETTING RESOLUTION - EXPANSION PARCEL]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hawthorne Mill North Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, effective September 3, 2024, the boundaries of the District were amended by Ordinance #6048 of the City of Lakeland, Florida, to include additional lands within the boundaries of the District ("**Expansion Parcel**"); and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**") on lands located within the Expansion Parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method for those lands located within the Expansion Parcel on _____, 2025, at _____ .m., at _____.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

PASSED AND ADOPTED this 17th day of January, 2025.

ATTEST:

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HAWTHORNE MILL NORTH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL
NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF
THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Hawthorne Mill North Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lakeland, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS A**

FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this 30 day of October, 2024, by and between:

Hawthorne Mill North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Winter Haven, Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC d/b/a United Land Services, LLC, a Delaware limited liability company, whose address is 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on August 9, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

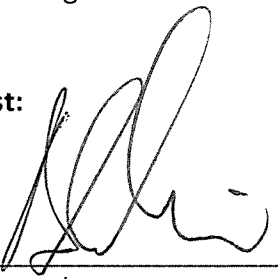
- A.** The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The District shall pay Contractor Fourt Thousand Nine Hundred Thirteen Dollars (\$4,913.00) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

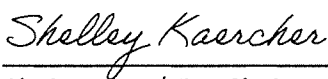
IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

Attest:



Secretary/Assistant Secretary

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson/Vice Chairperson

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LAND SERVICES, LLC**

By: Chris Marquess

By: 
Its: Chief Operating Officer

Exhibit A: Proposals for Additional Work

EXHIBIT A

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$ 4,603	\$ 55,236
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$ 201	\$ 2,412
Fertilization & Chemical Treatments Includes Turf and Shrub Fertilization & Pest Control Applications	\$ 109	\$ 1,308
Total for Landscape Maintenance	\$ 4,913	\$ 58,956

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS B**

FIRST AMENDMENT TO LAKE MAINTENANCE SERVICES AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this 25 day of September, 2024, by and between:

Hawthorne Mill North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Lake Pros LLC, a Florida limited liability company, whose address is P.O. Box 3885 Shader Road, Orlando, Florida 32808 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, on December 19, 2023, the District and the Contractor entered into an agreement for lake maintenance services (the "**Services Agreement**"); and

WHEREAS, pursuant to Section 17 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

- A.** The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The

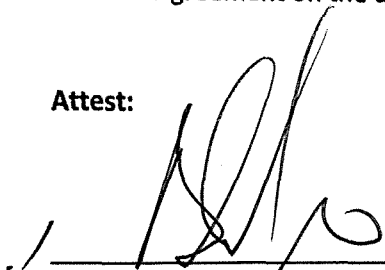
District shall pay Contractor Six Hundred Ten Dollars (\$610.00) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

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

Attest:



Secretary/Assistant Secretary

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

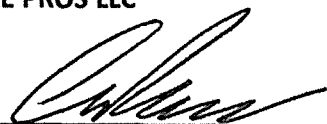


Chairperson/Vice Chairperson

LAKE PROS LLC



By: Idelisse Trinidad

By: 

Its: Partner

Exhibit A: Proposal for Additional Work

EXHIBIT A

LAKEPROS

— ENHANCING NATURE —

September 16, 2024

Hawthorne Ranch CDD

Contact: Shelley Kaercher, LCAM
Address: 1064 Greenwood Blvd., Ste 200,
Lake Mary, FL 32746
Phone: (407) 850-3045
Email: Shelleykaercher@forestar.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and, Hawthorne Ranch CDD ("Owner")

Maintenance Agreement—Lake Maintenance Addendum for three (3) ponds. Numbers 5, 6, and 7 on attached map (light blue):

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspection & Grate Cleaning

**Monthly Lake Maintenance for Three
Ponds: \$610.00**



3885 Shader Road, Orlando, Florida 32808

☎ (407) 445-2000 💻 www.lakepro.co

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS C**

This instrument was prepared by:
Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT
(Irrigation)**

THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT is made this 9th day of September, 2024, by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, whose address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Hawthorne Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Blvd, Orlando, FL 32809 ("**Association**"); and

Hawthorne Mill North Community Development District, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

Recitals

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Developer desires to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

WHEREAS, Developer and Association each grant to the District a perpetual easement over the Easement Areas as defined herein, and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of all parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. **GRANT OF NON-EXCLUSIVE EASEMENT.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts F, G, H, I, J, K, L and M, roadways and all utility easement areas including those labeled “Utility Easements” and “Public Utility Easements” as identified on the plat entitled, **Hawthorne Phase 1, as recorded at Plat Book 201, Pages 29-34, of the Official Records of Polk County, Florida.**
- B) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A-2, B-2, C-2, D-2, E-2, G-2, M-2, O-2, P-2, Q-2, R-2, S-2, X-2, BB-2, roadways and all utility easement areas including those labeled “Public Utility Easements” and “Utility Easements” as identified on the plat entitled, **Hawthorne Phase 2A-2B, as recorded at Plat Book 207, Pages 21 - 28, of the Official Records of Polk County, Florida.**

3. **INCONSISTENT USE.** Developer and Association agree and covenant that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Developer and Association shall be free to make any use of the property which is consistent with District’s intended use.

4. **DEFAULT.** A default by any party under this Utility Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. **MODIFICATION; WAIVER.** No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

6. **ATTORNEYS’ FEES.** In the event that either party seeks to enforce this Utility Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees

and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Utility Easement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To District: Hawthorne Mill North
Community Development District
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn:

With a copy to: Kutak Rock, LLP
107 W. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

To Developer: Forestar (USA) Real Estate Group Inc.
10700 Pecan Park Blvd, Suite 150
Austin, Texas 78750

To Association: Hawthorne Homeowners
Association, Inc.
6972 Lake Gloria Blvd.
Orlando, FL 32809

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Developer may deliver Notice on behalf of District and Developer.

8. THIRD PARTIES. This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof.

The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

9. CONTROLLING LAW. This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

10. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

11. BINDING EFFECT. This Utility Easement and all of the provisions of this Utility Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

12. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Utility Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

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

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

FORESTAR (USA) REAL ESTATE GROUP INC., a
Delaware corporation

Victoria Walker
Witness Name: VICTORIA WALKER
Address: 2221 E LAMAR
ARL, TX 76006

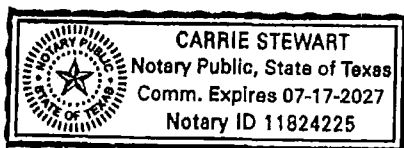
By: James D. Allen
Name: James D. Allen
Title: Executive Vice President

Carrie Stewart
Witness Name: CARRIE STEWART
Address: 2221 E LAMAR BLVD
ARL TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of August, 2024, by James D. Allen, as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. He/She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



Carrie Stewart
Signature of Notary Public
CARRIE STEWART
Printed Name of Notary Public

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the day and year first above written.

HAWTHORNE HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

Michael Dowh

Witness Name: Michael Dowh
Address: 1064 Greenwood Blvd Suite 200
Lake Mary, FL 32746

By:

Shelley Kaercher
Name: Shelley Kaercher
Title: President

John Starr

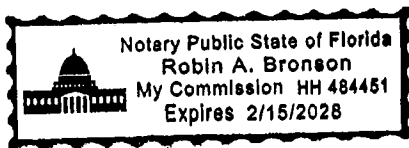
Witness Name: John Starr
Address: 1064 Greenwood Blvd Suite 200
Lake Mary, FL 32746

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 9th day of September 2024, by Shelley Kaercher, as President of Hawthorne Homeowners Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She (☒) is personally known to me or [] produced _____ as identification.

NOTARY STAMP:



RBronson

Signature of Notary Public

RBronson

Printed Name of Notary Public

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT

Michael Doble

Witness Name: Michael Doble
Address: 1064 Greenwood Blvd Suite 200
Lake Mary, FL 32746

Shelley Kaercher

Chairman, Board of Supervisors

Justin Starr

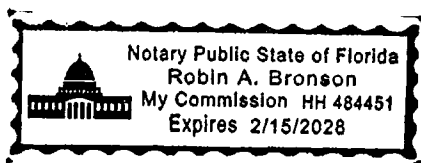
Witness Name: Justin Starr
Address: 1064 Greenwood Blvd Suite 200
Lake Mary, FL 32746

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of September, 2024, by Shelley Kaercher as Chairman of the Board of Supervisors of the Hawthorne Mill North Community Development District, special-purpose unit of local government, for and on behalf of said entity. She ☒ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:



Robin A. Bronson

Signature of Notary Public

R. Bronson

Printed Name of Notary Public

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS D**

AGREEMENT FOR SERVICES

This "Agreement" is by and between: Hawthorne Mill North Community Development District ("District") and Hoover Pumping Systems Corp. dated December 3, 2024 ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall at its cost obtain all permits, licenses, and other approvals necessary for providing the Services.

3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

HAWTHORNE MILL NORTH CDD

By: Shelley Kaercher
Its: Chair

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

HOOVER PUMPING SYSTEMS CORP.

By: Kevin R. Nowacki
Its: Controller

Exhibit A: Proposal

1000



Maintenance Contract Invoice

Scheduled: 12/1/2024 Tech: UN
Warranty Expires: 12/11/2024
Maint Expires: 11/30/2025

Invoice#: **180411**
Invoice Date: 12/1/2024
Due Date: 12/1/2024
Terms: Due Upon Receipt

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Bill to Customer #: 8646
Hawthorne Mill North Community Development
District
Attn:
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL, 33431
Tel: Fax:
Cust. P.O.#

Job Site: Site ID# **9371**
Hawthorne Centrifugal Pump System
Barberry Ave
Lakeland, FL 33813
Tel: 407-784-8327 Contact: Shelley Kaercher
Maintenance: FG2
Model: HCF-40PDV-230/3-HMR3L-Z

Nature of Call

One Year Service Agreement MA #6571. Invoice 1 of 1 -- Yr 1 of 1 year agreement. Sites: 9371 Hawthorne Centrifugal Pump System

Sub Total: \$2,290.00

Sales Tax \$0.00

Grand Total: \$2,290.00

Invoice#: 180411

Remittance: PO Box 31561, Tampa FL 33631-3561

2801 N. Powerline Road • Pompano Beach, FL 33069 • (954) 971-7350 • Fax (954) 975-0791



Date: 4/12/2024
To: Hawthorne Homeowners Association, Inc

Phone:

Subject: Hoover Maintenance Agreement, MA#6571
Contract Term: 12 months 12/1/2024 - 11/30/2025
Site IDs: #9371

The Hoover Maintenance Program includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty





Date: 4/12/2024
To: Hawthorne Homeowners Association, Inc

Phone:

Subject: Hoover Maintenance Agreement, MA#6571
Contract Term: 12 months 12/1/2024 - 11/30/2025
Site IDs: #9371

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

For Hoover Flowguard pump systems the Hoover Maintenance Program includes:

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.



The following are the Flowguard Sites on this agreement

Site ID	Site Name	Model #
9371	Hawthorne Centrifugal Pump System	HCF-40PDV-230/3-HMR3L-Z



Exhibit B: Certificate of Insurance



**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS E**

FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this 6 day of November, 2024, by and between:

HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, the owner and developer of lands within the boundary of the District, whose mailing address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Developer**").

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2025 ("**FY 2025 Budget**"), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2025 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2025 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: Shelley Kaercher
Its: Chair

FORESTAR (USA) REAL ESTATE GROUP INC.

By: James D. Allen
Its: James D. Allen
Executive Vice President & CFO

EXHIBIT A: FY 2025 Budget

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
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**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Assessment levy: on-roll - gross					\$ 118,244
Allowable discounts (4%)					(4,730)
Assessment levy: on-roll - net	\$ -	\$ -	\$ -	\$ -	113,514
Assessment levy: off-roll	54,232	29,783	24,449	54,232	385,784
Lot closing Assessments		6,964	-	6,964	-
Landowner contribution	190,259	14,819	161,261	176,080	-
Total revenues	244,491	51,566	185,710	237,276	499,298
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	2,853	22,147	25,000	25,000
Engineering	2,000	-	2,000	2,000	3,000
Audit	6,000	-	5,500	5,500	5,500
Arbitrage rebate calculation	750	-	750	750	1,000
Dissemination agent	1,000	500	500	1,000	2,000
Trustee	5,500	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	22	478	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	1,754	4,746	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	6,501	6,146	-	6,146	6,761
Contingencies/bank charges	500	8	492	500	500
Website hosting & maintenance	705	705	-	705	705
EMMA software service	-	1,000	-	1,000	1,000
Website ADA compliance	210	-	210	210	210
Property appraiser and Tax Collector	-	-	-	-	3,547
Total professional & administrative	104,041	37,513	66,673	104,186	116,098
Field operations and maintenance					
Field operations manager	6,000	-	6,000	6,000	6,000
Landscaping contract labor	50,000	16,716	33,284	50,000	225,000
Insurance: property	1,250	-	-	-	5,000
Backflow prevention test	300	-	300	300	700
Irrigation maintenance/repair	4,000	659	3,341	4,000	10,000
Plants, shrubs & mulch	10,000	-	10,000	10,000	20,000
Annuals	10,000	-	10,000	10,000	10,000
Tree trimming	2,000	-	2,000	2,000	2,000
Signage	1,000	-	1,000	1,000	2,500
General maintenance	1,000	-	1,000	1,000	4,000
Fence/wall repair	2,500	-	2,500	2,500	4,000
Aquatic control - ponds	8,000	2,600	5,400	8,000	15,000
Wetland mitigation	24,000	-	24,000	24,000	24,000
Holiday decorations	-	-	-	-	5,000
Pressure washing	-	-	-	-	3,000
Misc. field operations - contingency	-	-	-	-	20,000

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
Electric:					
Irrigation	2,400	-	2,400	2,400	7,500
Street lights	18,000	-	18,000	18,000	18,000
Entrance signs	-	-	-	-	1,500
Total field operations	140,450	19,975	119,225	139,200	383,200
Total expenditures	244,491	57,488	185,898	243,386	499,298
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,922)	(188)	(6,110)	-
Fund balance - beginning (unaudited)	-	6,110	188	6,110	-
Fund balance - ending	\$ -	\$ 188	\$ -	\$ -	\$ -

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 25,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 3,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 1,000

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 2,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee 11,000

Annual fee for the service provided by trustee, paying agent and registrar.

Telephone 200

Telephone and fax machine.

Postage 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 6,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 6,761

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

EMMA software service 1,000

Website ADA compliance 210

Property appraiser and Tax Collector 3,547

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Landscaping contract labor	225,000
Insurance: property	5,000
Backflow prevention test	700
Irrigation maintenance/repair	10,000
Plants, shrubs & mulch	20,000
Annuals	10,000
Tree trimming	2,000
Signage	2,500
General maintenance	4,000
Fence/wall repair	4,000
Aquatic control - ponds	15,000
Wetland mitigation	24,000
Holiday decorations	5,000
Pressure washing	3,000
Misc. field operations - contingency	20,000
Electric:	
Irrigation	7,500
Street lights	18,000
Total expenditures	<u><u>\$499,298</u></u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Adopted Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ -				\$ 243,212
Allowable discounts (4%)	-				(9,728)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	233,484
Assessment levy: off-roll	226,188	88,545	107,370	195,915	-
Lot closing Assessments	-	30,273	-	30,273	-
Developer contribution	-	11,130	-	11,130	-
Interest	-	2,669	-	2,669	-
Total revenues	226,188	132,617	107,370	239,987	233,484
EXPENDITURES					
Debt service					
Principal	45,000	-	45,000	45,000	50,000
Interest	119,029	30,128	88,901	119,029	175,721
Cost of issuance	-	5,925	-	5,925	-
Property Appraiser & Tax Collector	-	-	-	-	7,296
Total expenditures	164,029	36,053	133,901	169,954	233,017
Excess/(deficiency) of revenues over/(under) expenditures	62,159	96,564	(26,531)	70,033	467
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(484)	-	(484)	-
Total other financing sources/(uses)	-	(484)	-	(484)	-
Net increase/(decrease) in fund balance	62,159	96,080	(26,531)	69,549	467
Fund balance:					
Beginning fund balance (unaudited)	143,221	83,426	179,506	83,426	152,975
Ending fund balance (projected)	<u>\$205,380</u>	<u>\$179,506</u>	<u>\$ 152,975</u>	<u>\$ 152,975</u>	<u>153,442</u>
Use of fund balance:					
Debt service reserve account balance (required)					(56,547)
Interest expense - November 1, 2025					(86,704)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 10,191</u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			87,860.63	87,860.63	3,230,000.00
05/01/25	50,000.00	4.625%	87,860.63	137,860.63	3,180,000.00
11/01/25			86,704.38	86,704.38	3,180,000.00
05/01/26	50,000.00	4.625%	86,704.38	136,704.38	3,130,000.00
11/01/26			85,548.13	85,548.13	3,130,000.00
05/01/27	55,000.00	4.625%	85,548.13	140,548.13	3,075,000.00
11/01/27			84,276.25	84,276.25	3,075,000.00
05/01/28	55,000.00	4.625%	84,276.25	139,276.25	3,020,000.00
11/01/28			83,004.38	83,004.38	3,020,000.00
05/01/29	60,000.00	4.625%	83,004.38	143,004.38	2,960,000.00
11/01/29			81,616.88	81,616.88	2,960,000.00
05/01/30	60,000.00	4.625%	81,616.88	141,616.88	2,900,000.00
11/01/30			80,229.38	80,229.38	2,900,000.00
05/01/31	65,000.00	5.400%	80,229.38	145,229.38	2,835,000.00
11/01/31			78,474.38	78,474.38	2,835,000.00
05/01/32	70,000.00	5.400%	78,474.38	148,474.38	2,765,000.00
11/01/32			76,584.38	76,584.38	2,765,000.00
05/01/33	70,000.00	5.400%	76,584.38	146,584.38	2,695,000.00
11/01/33			74,694.38	74,694.38	2,695,000.00
05/01/34	75,000.00	5.400%	74,694.38	149,694.38	2,620,000.00
11/01/34			72,669.38	72,669.38	2,620,000.00
05/01/35	80,000.00	5.400%	72,669.38	152,669.38	2,540,000.00
11/01/35			70,509.38	70,509.38	2,540,000.00
05/01/36	85,000.00	5.400%	70,509.38	155,509.38	2,455,000.00
11/01/36			68,214.38	68,214.38	2,455,000.00
05/01/37	90,000.00	5.400%	68,214.38	158,214.38	2,365,000.00
11/01/37			65,784.38	65,784.38	2,365,000.00
05/01/38	95,000.00	5.400%	65,784.38	160,784.38	2,270,000.00
11/01/38			63,219.38	63,219.38	2,270,000.00
05/01/39	100,000.00	5.400%	63,219.38	163,219.38	2,170,000.00
11/01/39			60,519.38	60,519.38	2,170,000.00
05/01/40	105,000.00	5.400%	60,519.38	165,519.38	2,065,000.00
11/01/40			57,684.38	57,684.38	2,065,000.00
05/01/41	110,000.00	5.400%	57,684.38	167,684.38	1,955,000.00
11/01/41			54,714.38	54,714.38	1,955,000.00
05/01/42	115,000.00	5.400%	54,714.38	169,714.38	1,840,000.00
11/01/42			51,609.38	51,609.38	1,840,000.00
05/01/43	125,000.00	5.400%	51,609.38	176,609.38	1,715,000.00
11/01/43			48,234.38	48,234.38	1,715,000.00
05/01/44	130,000.00	5.625%	48,234.38	178,234.38	1,585,000.00
11/01/44			44,578.13	44,578.13	1,585,000.00
05/01/45	140,000.00	5.625%	44,578.13	184,578.13	1,445,000.00
11/01/45			40,640.63	40,640.63	1,445,000.00
05/01/46	145,000.00	5.625%	40,640.63	185,640.63	1,300,000.00
11/01/46			36,562.50	36,562.50	1,300,000.00
05/01/47	155,000.00	5.625%	36,562.50	191,562.50	1,145,000.00

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/47			32,203.13	32,203.13	1,145,000.00
05/01/48	165,000.00	5.625%	32,203.13	197,203.13	980,000.00
11/01/48			27,562.50	27,562.50	980,000.00
05/01/49	175,000.00	5.625%	27,562.50	202,562.50	805,000.00
11/01/49			22,640.63	22,640.63	805,000.00
05/01/50	185,000.00	5.625%	22,640.63	207,640.63	620,000.00
11/01/50			17,437.50	17,437.50	620,000.00
05/01/51	195,000.00	5.625%	17,437.50	212,437.50	425,000.00
11/01/51			11,953.13	11,953.13	425,000.00
05/01/52	205,000.00	5.625%	11,953.13	216,953.13	220,000.00
11/01/52			6,187.50	6,187.50	220,000.00
05/01/53	220,000.00	5.625%	6,187.50	226,187.50	-
Total	3,275,000.00		3,462,864.14	6,737,864.14	

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	71	646.14	1,182.73	1,828.87	\$ 1,396.29
SF 50'	87	646.14	1,397.77	2,043.91	\$ 1,596.28
SF 60	25	646.14	1,505.29	2,151.43	\$ 1,696.27
Total	183				

Off-Roll Assessments

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
20' Townhomes	180	\$ 600.91	\$ -	\$ 600.91	n/a
SF 40'	160	\$ 600.91	-	600.91	n/a
SF 50'	243	\$ 600.91	-	600.91	n/a
SF 60	59	\$ 600.91	-	600.91	n/a
Total	642				

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS F**

**AGREEMENT FOR
IRRIGATION MONITORING SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

INSIGHT IRRIGATION LLC, a Florida limited liability company, with a 36767 E Eldorado Lake Drive, Eustis, Florida 32736 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains landscaping areas in and around the District (“**Landscape Areas**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide irrigation monitoring services for the Landscape Areas, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

9. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

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

11. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

12. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

13. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

15. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

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

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices

shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

24. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

27. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

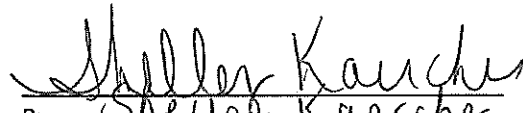
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**HAWTHORNE MILL NORTH COMMUNITY
DEVELOPMENT DISTRICT**


By: Shelley Kaucher
Its: Chair
Date: 8-14-2024

INSIGHT IRRIGATION LLC


By: James A Smith
Its: Owner
Date: 9/11/24

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A: PROPOSAL

Scope of Work for Insight Irrigation LLC

1. MONITORING:

Insight commits to providing the following monitoring services for the Client:

a. Daily verification and analysis of:

- Current weather conditions.
- Proper controller operation.
- Proper operation of the pump and water supply system.

b. *Weekly checks under normal conditions.

- Excessive water use.
- Valve, controller, and sensor electrical issues.
- Update decoders, backup data, and other relevant data.
- Update and manage irrigation schedules.
- Update maps.

c. **Weekly Reports:** Insight will provide the irrigation contractor(s) with a weekly report of any issues from the list above. In the case of extreme weather or equipment failures, the focus will be assisting property managers with resolving issues.

2. COMMUNICATIONS:

a. **Emergency Issues:** Insight will notify the Client, Emergency Contact, and Irrigation Contractor(s) via phone and email as issues arise.

b. Alarm Responses: For issues such as:

- Voltage drops in communication wire.
- Non-responsive automatic valves.
- Excessive water use.

c. **Routine Issues:** Email notifications will be sent to specified recipients, with prompt responses expected.

d. **Issue Resolution:** Insight will continuously notify clients of any issues. Clients must inform Insight once problems are resolved.

e. **Homeowners:** All communications are between the Client, Property Manager, and Landscape Contractor. The Client may elect one HOA board member to be the homeowner representative. Insight Irrigation will direct ALL homeowner requests to the Client for resolution.

f. **Contact** – All emails to Insight Irrigation should be addressed to monitoring@insightirrigation.com, and all calls to 352-729-1339

3. CLIENT AND LANDSCAPE CONTRACTOR RESPONSIBILITIES:

The Client understands the following:

a. Regulatory Compliance

As a responsible service provider, we are bound to adhere to various guidelines, including local and state watering restrictions, water budgets, and other related regulations. These measures are implemented to ensure responsible water usage and safeguard our natural resources.

b. Advisory Role

In alignment with these guidelines, we continually monitor your property's irrigation system to optimize efficiency and compliance. Should we observe that your current irrigation requests exceed water allocation limits or violate state or local regulations, we will promptly bring this to your attention. Our role is to offer expert advice on rectifying the situation to prevent legal complications or potential damage to your landscape.

c. Client Responsibility

We respect that the ultimate decision regarding your property's irrigation system lies with you. However, should you disregard our professional advice and warnings, we will send you a formal written recommendation outlining our suggested course of action. It is imperative to understand that if you decide to proceed against our advice, Insight Irrigation LLC cannot be held responsible for any resulting landscape degradation or legal consequences.

d. New Landscape

- Notify Insight of special events, fertilization schedules, or new landscape installations at least 24 hours before.
- Notify Insight of all new landscape installations before noon on Friday to allow for setup and testing.
- Ensure the irrigation contractor(s) maintain the system to ensure irrigation heads have good coverage and pressure and are not clogged or obstructed. Also, communicate any changes or issues with Insight Irrigation. Insight Irrigation is not responsible for landscape issues where there are maintenance issues.
- Grow-In Period: Unless stated otherwise in writing, the plant grow-in period will not exceed 60 days.

e. **Leaks** – The Client understands that Insight Irrigation cannot determine if and where an irrigation system has a minor leak during regular irrigation operation. Insight Irrigation can advise the Client when we observe major excessive flow events and remotely shut down the system once notified or witness the occurrence.

4. IRRIGATION MAINTENANCE AND REPAIR:

a. **Irrigation Software:** Only Insight and Client representatives have admin rights to the software. The Client bears annual subscription/communication costs.

The annual communication cost for your property is \$200 and will be invoiced on January 1, 2024

b. **New Construction:** The irrigation contractor will handle new installations, while Insight will manage software updates related to these new systems.

5. FINANCIAL TERMS:

a. Special requests beyond the scope of this Agreement are billable at \$80.00/hr. during regular business hours and \$150.00/hr. outside of business hours.

Rate: Hawthorne Ranch agrees to pay Insight Irrigation LLC a fee of \$500 per month until the zone count exceeds 250 zones, at which time the cost is \$2 per zone.

Hawthorne Ranch's Current Estimated Zone Count is 75 as of July 11th, 2024. This is subject to change and will be updated monthly as the property grows.

EXHIBIT B: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olson Insurance Agency Inc. 545 N. Umatilla Blvd Umatilla, FL 32784	CONTACT NAME:		
	PHONE (A/C, No, Ext): 352-669-4547	FAX (A/C, No): 352-669-4421	
	E-MAIL ADDRESS: OLSONINS@yahoo.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED INSIGHT IRRIGATION, LLC 36767 E ELDORADO LAKE DR EUSTIS, FL 32736	INSURER A:	CLEAR BLUE INSURANCE	
	INSURER B:	INFINITY COMMERCIAL AUTO	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BGFL0021505404	07/10/24	07/10/25	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP. (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC							\$
B	AUTOMOBILE LIABILITY			509820052218001	10/15/23	10/15/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hawthorne Mill North CDD
c/o Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan McNamee

HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2024**

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2024**

	General Fund	Debt Service Fund 2023	Debt Service Fund 2024	Capital Projects Fund 2023	Capital Projects Fund 2024	Total Government al
ASSETS						
Cash	\$ 18,397	\$ -	\$ -	\$ -	\$ -	\$ 18,397
Investments						
Revenue	-	15,212	53,072	-	-	68,284
Reserve	-	58,543	389,897	-	-	448,440
Prepayment	-	1,486	-	-	-	1,486
Capital Interest	-	1	3,003	-	-	3,004
Construction	-	-	-	508	4,364	4,872
Cost of issuance	-	-	5,766	-	-	5,766
Due from Landowner	2,224	-	-	-	-	2,224
Due from general fund	-	8,921	-	-	-	8,921
Utility deposit	750	-	-	-	-	750
Total assets	<u>\$ 21,371</u>	<u>\$ 84,163</u>	<u>\$451,738</u>	<u>\$ 508</u>	<u>\$ 4,364</u>	<u>\$ 562,144</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 10,711	\$ -	\$ -	\$ -	\$ -	\$ 10,711
Accounts payable - Onsite	9,973	-	-	-	-	9,973
Contracts payable	-	-	-	-	4,250	4,250
Due to debt service fund	8,921	-	-	-	-	8,921
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>35,605</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,250</u>	<u>39,855</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	2,224	-	-	-	-	2,224
Total deferred inflows of resources	<u>2,224</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,224</u>
Fund balances:						
Restricted for:						
Debt service	-	84,163	451,738	-	-	535,901
Capital projects	-	-	-	508	114	622
Unassigned	(16,458)	-	-	-	-	(16,458)
Total fund balances	<u>(16,458)</u>	<u>84,163</u>	<u>451,738</u>	<u>508</u>	<u>114</u>	<u>520,065</u>
Total liabilities and fund balances	<u>\$ 21,371</u>	<u>\$ 84,163</u>	<u>\$451,738</u>	<u>\$ 508</u>	<u>\$ 4,364</u>	<u>\$ 562,144</u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 6,992	\$ 6,992	\$ 113,514	6%
Assessment levy: off-roll	-	-	385,784	0%
Lot closing assessments	-	24,637	-	N/A
Total revenues	<u>6,992</u>	<u>31,629</u>	<u>499,298</u>	6%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	-	-	25,000	0%
Engineering	-	-	3,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	333	2,000	17%
Trustee	-	-	11,000	0%
Telephone	17	33	200	17%
Postage	28	28	500	6%
Printing & binding	42	83	500	17%
Legal advertising	-	2,599	6,500	40%
Annual special district fee	-	175	175	100%
Insurance	-	10,819	6,761	160%
Contingencies/bank charges	2	8	500	2%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
EMMA software service	-	1,000	1,000	100%
Total professional & administrative	<u>4,256</u>	<u>23,078</u>	<u>112,551</u>	21%

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	500	500	6,000	8%
Landscaping contract labor	-	18,880	225,000	8%
Insurance: property	-	-	5,000	0%
Backflow prevention test	-	-	700	0%
Irrigation maintenance/repair	500	1,000	10,000	10%
Plants, shrubs & mulch	-	-	20,000	0%
Annuals	-	-	10,000	0%
Tree trimming	-	-	2,000	0%
Signage	-	-	2,500	0%
General maintenance	-	-	4,000	0%
Fence/wall repair	-	-	4,000	0%
Aquatic control - ponds	650	1,300	15,000	9%
Wetland maintenance	350	900	24,000	4%
Holiday Decorations	-	-	5,000	0%
Pressure Washing	-	-	3,000	0%
Misc. field operations - contingency	-	-	20,000	0%
Electric:				
Irrigation	341	341	7,500	5%
Street lights	4,403	4,403	18,000	24%
Entrance signs	20	20	1,500	1%
Fountain	151	151	-	N/A
Total field operations	<u>6,915</u>	<u>27,495</u>	<u>383,200</u>	7%
Other fees & charges				
Property appraiser & Tax Collector	<u>140</u>	<u>140</u>	<u>3,547</u>	4%
Total other fees & charges	<u>140</u>	<u>140</u>	<u>3,547</u>	4%
Total expenditures	<u>11,311</u>	<u>50,713</u>	<u>499,298</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(4,319)	(19,084)	-	
Fund balances - beginning	(12,139)	2,626	-	
Fund balances - ending	<u>\$ (16,458)</u>	<u>\$ (16,458)</u>	<u>\$ -</u>	

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 14,385	\$ 14,385	233,484	6%
Interest	515	1,007	-	N/A
Total revenues	<u>14,900</u>	<u>15,392</u>	<u>233,484</u>	7%
EXPENDITURES				
Debt service				
Principal	-	-	50,000	0%
Interest	87,861	87,861	175,721	50%
Total debt service	<u>87,861</u>	<u>87,861</u>	<u>225,721</u>	39%
Other fees & charges				
Property appraiser & Tax Collector	288	288	7,296	4%
Total other fees and charges	<u>288</u>	<u>288</u>	<u>7,296</u>	4%
Total expenditures	<u>88,149</u>	<u>88,149</u>	<u>233,017</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(73,249)	(72,757)	467	
Fund balances - beginning	157,412	156,920	152,975	
Fund balances - ending	<u>\$ 84,163</u>	<u>\$ 84,163</u>	<u>\$ 153,442</u>	

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Lot closing assessments	\$ -	\$ 58,738
Interest	2,449	4,860
Total revenues	<u>2,449</u>	<u>63,598</u>
EXPENDITURES		
Debt service		
Interest	187,418	187,418
Cost of issuance	-	5,743
Total expenditures	<u>187,418</u>	<u>193,161</u>
Excess/(deficiency) of revenues over/(under) expenditures	(184,969)	(129,563)
Fund balances - beginning	636,707	581,301
Fund balances - ending	<u>\$ 451,738</u>	<u>\$ 451,738</u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2	\$ 4
Total revenues	<u>2</u>	<u>4</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	2	4
Fund balances - beginning	506	504
Fund balances - ending	<u>\$ 508</u>	<u>\$ 508</u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 19	\$ 37
Total revenues	<u>19</u>	<u>37</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>182</u>
Total expenditures	<u>-</u>	<u>182</u>
Net increase/(decrease), fund balance	19	(145)
Fund balances - beginning	95	259
Fund balances - ending	<u><u>\$ 114</u></u>	<u><u>\$ 114</u></u>

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Hawthorne Mill North Community Development District held Public Hearings and a Regular Meeting on August 14, 2024 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present were:

Mary Moulton	Vice Chair
John (JC) Nowotny	Assistant Secretary
Shelley Kaercher	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Christopher Allen (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 9:59 a.m.

Supervisors Moulton, Kaercher and Nowotny were present. Supervisors Tyree and Van Auker were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-13, Ratifying, Confirming, and Approving the Sale of the Hawthorne Mill North Community Development District Capital Improvement Revenue Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining

Such Actions as Being in Accordance With
the Authorization Granted by the Board;
Providing a Severability Clause; and
Providing an Effective Date

Ms. Cerbone presented Resolution 2024-13 and read the title.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2024-13, Ratifying, Confirming, and Approving the Sale of the Hawthorne Mill North Community Development District Capital Improvement Revenue Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-14, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Cerbone presented Resolution 2024-14. She reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny with all in favor, the Public Hearing was closed.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2024-14, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication**B. Mailed Notice(s) to Property Owners**

These items were included for informational purposes.

C. Consideration of Resolution 2024-15, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2024-15.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2024-15, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Consideration of Deficit Funding Agreement**

Ms. Cerbone stated, the Harmony on Lake Eloise CDD Board considered this and other irrigation related items at its meeting. Deficit Funding Agreement, agenda item 11; the easement agreement for irrigation systems improvements, agenda item 12; the bill of sale for irrigation system improvements and agenda item 13; the Insight Irrigation LLC Agreement for irrigation services. She asked the Board to handle the Sixth, Eleventh, Twelfth and Thirteenth Orders of Business similarly, first via a motion to approve the Eleventh, Twelfth and Thirteenth Orders of Business and then a motion to approve this Deficit Funding Agreement between the CDD and Forestar (USA) Real Estate Group Inc.

Ms. Cerbone stated it was previously agreed that the Developer will assist in funding the irrigation system only if there is a budget shortfall for this expense.

- **Consideration of Easement Agreement for Irrigation System Improvements**
- **Consideration of Bill of Sale for Irrigation System Improvements**
- **Consideration of Insight Irrigation LLC Agreement for Irrigation Monitoring Services Agreement**

These items, previously the Eleventh, Twelfth and Thirteenth Orders of Business, respectively, were presented out of order.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Easement Agreement for Irrigation System Improvements, the Bill of Sale for Irrigation System Improvements and the Insight Irrigation LLC Agreement for Irrigation Monitoring Services Agreement, were approved.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Deficit Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS**Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates**

Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings,

recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

A. Consideration of Resolution 2024-16, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2024-16, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration/Ratification: Easement Agreement [Hawthorne Phase 2A & 2B]

Mr. Earlywine presented the Easement Agreement for Hawthorne Phase 2A & 2B. He stated this is a standard document and recommended approval/ratification.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, the Easement Agreement [Hawthorne Phase 2A & 2B], was approved and ratified.

NINTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Ms. Cerbone presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

199 TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

200
201
202
203
204 This item was deferred.

205
206 ELEVENTH ORDER OF BUSINESS

Consideration of Easement Agreement for
Irrigation System Improvements

207
208
209 This item was addressed during the Sixth Order of Business.

210
211 TWELFTH ORDER OF BUSINESS

Consideration of Bill of Sale for Irrigation
System Improvements

212
213
214 This item was addressed during the Sixth Order of Business.

215
216 THIRTEENTH ORDER OF BUSINESS

Consideration of Insight Irrigation LLC
Agreement for Irrigation Monitoring
Services Agreement

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220 This item was addressed during the Sixth Order of Business.

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222 FOURTEENTH ORDER OF BUSINESS

Ratification of Disclosure Technology
Services, LLC EMMA® Filing Assistance
Software as a Service License Agreement

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226 On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor,
227 the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a
228 Service License Agreement, was ratified.

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231 FIFTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2024

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234 On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor,
235 the Unaudited Financial Statements as of June 30, 2024, were accepted.

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238 SIXTEENTH ORDER OF BUSINESS

Approval of June 12, 2024 Regular Meeting
Minutes

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241 Ms. Cerbone presented the June 12, 2024 Regular Meeting Minutes.

The following change was made:

Line 31: Delete "Mr. Fife" and insert "Mr. Van Auker"

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, the June 12, 2024 Regular Meeting Minutes, as amended, were approved.

SEVENTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Regarding the bonds, Mr. Earlywine stated the CDD issued its bonds in the summer, Fox Branch Ranch CDD will issue bonds in December 2024 and Harmony on Lake Eloise CDD will issue bonds in January 2025.

B. District Engineer: Dewberry Engineers, Inc.

There was no report.

C. Field Operations: Leland Management, Inc.

Ms. Cerbone stated the title of this item will be changed to Atmos.

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

- **NEXT MEETING DATE: September 11 2024 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting and Harmony on Lake Eloise CDD meeting, scheduled to commence at 9:30 AM, respectively**

- **QUORUM CHECK**

The September 11, 2024 meeting will likely be canceled.

EIGHTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

NINETEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWENTIETH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, the meeting adjourned at 10:12 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Ramada by Wyndham Davenport Orlando South</i> <i>43824 Highway 27, Davenport, Florida 33837-6808</i> <i>¹Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED	Regular Meeting	9:30 AM*
November 5, 2024 <i>rescheduled to December 11, 2024</i>	Landowners' Meeting	10:00 AM
November 13, 2024 CANCELED	Regular Meeting	9:30 AM*
December 11, 2024 <i>rescheduled to January 8, 2025</i>	Landowners' Meeting	9:30 AM*
December 11, 2024 CANCELED	Regular Meeting	9:30 AM*
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Landowners' Meeting	9:30 AM*
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Regular Meeting	9:30 AM*
January 15, 2025¹	Landowners' Meeting	9:30 AM*
January 15, 2025¹	Regular Meeting	9:30 AM*
February 12, 2025	Regular Meeting	9:30 AM*
February 19, 2025¹	Special Meeting	9:30 AM*
March 12, 2025	Regular Meeting	9:30 AM*
April 9, 2025	Regular Meeting	9:30 AM*
May 14, 2025	Regular Meeting	9:30 AM*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June 11, 2025	Regular Meeting	9:30 AM*
July 9, 2025	Regular Meeting	9:30 AM*
August 13, 2025	Regular Meeting	9:30 AM*
September 10, 2025	Regular Meeting	9:30 AM*
<i>*Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings and Harmony on Lake Eloise CDD meetings, scheduled to commence at 9:30 AM, respectively.</i>		