

# **HAWTHORNE MILL NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**August 9, 2023**

**BOARD OF SUPERVISORS**

**PUBLIC HEARING**

**AND 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

August 2, 2023

### ATTENDEES:

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

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 Public Hearing and Regular Meeting on August 9, 2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Appointment to Fill Unexpired Term of Seat 4 (*Term Expires November 2024*)
  - Administration of Oath of Office to Appointed Supervisor (*the following to be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2023-08, Designating Certain Officers of the District, and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication

- B. Consideration of Resolution 2023-09, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
- 6. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
- 7. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
- 8. Consideration of United Land Services, LLC, Landscape Maintenance and Irrigation Proposal
- 9. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 10. Approval of June 14, 2023 Regular Meeting Minutes
- 11. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Dewberry Engineers, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: September 13, 2023 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*

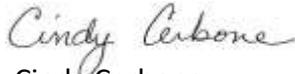
○ QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JC NOWOTNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> 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 (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone  
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**

**4**

**RESOLUTION 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, 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; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair

**SECTION 3.** \_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**Cindy Cerbone** is appointed Assistant Secretary

**Andrew Kantarzhi** is appointed Assistant Secretary

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of August, 2023.

ATTEST:

**HAWTHORNE MILL NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**5A**

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## **PROOF OF PUBLICATION**

Hawthorne Mills North CDD  
Hawthorne Mill North CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/20/2023, 07/27/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/27/2023

Mick Verley  
Legal Clerk

Kaitlyn Felty  
Notary, State of WI, County of Brown  
317/127

My commission expires

Publication Cost: \$689.76  
Order No: 9066590 # of Copies:  
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PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

### HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT

#### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVI- SORS' MEETING.

The Board of Supervisors ("Board") of the Hawthorne Mill North Community Development District ("District") will hold a public hearing on August 9, 2023 at 9:30 a.m. at Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager  
July 20, 27, 2023 #9066590

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**5B**

**RESOLUTION 2023-09**

**[FY 2024 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Hawthorne Mill North Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Hawthorne Mill North Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2023.**

**ATTEST:**

**HAWTHORNE MILL NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
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**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Landowner contribution	\$ 134,478	16,180	120,457	\$ 136,637	\$ 236,491
Total revenues	<u>134,478</u>	<u>16,180</u>	<u>120,457</u>	<u>136,637</u>	<u>236,491</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	40,000	10,000	30,000	40,000	40,000
Legal	25,000	149	24,851	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	750	-	750	750	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,910	-	5,910	6,501
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>94,790</u>	<u>17,230</u>	<u>77,970</u>	<u>95,200</u>	<u>96,041</u>
<b>Field operations and maintenance</b>					
Field operations manager	1,500	-	1,500	1,500	6,000
Landscaping contract labor	12,500	-	12,500	12,500	50,000
Insurance: property	1,250	-	1,250	1,250	1,250
Backflow prevention test	38	-	38	38	300
Irrigation maintenance/repair	750	-	750	750	4,000
Plants, shrubs & mulch	2,000	-	2,000	2,000	10,000
Annuals	2,000	-	2,000	2,000	10,000
Tree trimming	500	-	500	500	2,000
Signage	250	-	250	250	1,000
General maintenance	1,000	-	1,000	1,000	1,000
Fence/wall repair	750	-	750	750	2,500
Aquatic control - ponds	1,800	-	1,800	1,800	8,000
Wetland maintenance	6,000	-	6,000	6,000	24,000
Fountain electric	1,200	-	1,200	1,200	-
Fountain maintenance	500	-	500	500	-
Electric:					
Irrigation	600	-	600	600	2,400
Street lights	4,500	-	4,500	4,500	18,000
Entrance signs	300	-	300	300	-
Water- irrigation	2,250	-	2,250	2,250	-
Total field operations	<u>39,688</u>	<u>-</u>	<u>39,688</u>	<u>39,688</u>	<u>140,450</u>

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
Total expenditures	134,478	17,230	117,658	134,888	236,491
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,050)	2,799	1,749	-
Fund balance - beginning (unaudited)	-	(1,749)	(2,799)	(1,749)	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,799)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\* These items will be realized when bonds are issued

\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

Anticipated total number of units	825
Professional & administrative costs per unit	\$ 116.41
Field operations and maintenance costs per unit	\$ 170.24
Total costs per unit	\$ 286.65

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

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 40,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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.</p>	
Legal	25,000
<p>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.</p>	
Engineering	2,000
<p>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.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>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 &amp; Associates serves as dissemination agent.</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,501
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**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	50,000
Insurance: property	1,250
Backflow prevention test	300
Irrigation maintenance/repair	4,000
Plants, shrubs & mulch	10,000
Annuals	10,000
Tree trimming	2,000
Signage	1,000
General maintenance	1,000
Fence/wall repair	2,500
Aquatic control - ponds	8,000
Wetland maintenance	24,000
Electric:	
Irrigation	2,400
Street lights	18,000
Water- irrigation	-
Total expenditures	<u><u>\$236,491</u></u>

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 an address of 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, and the developer of the lands in the District (“**Developer**”) with a mailing address of 1341 Horton Circle, Arlington, Texas 76011.

**RECITALS**

**WHEREAS**, the District was established for the purpose 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**, Developer presently is developing the majority of all real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year concludes on September 30, 2024; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**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 the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer’s consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund 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 funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments in the event of a funding deficit.

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 either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other 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 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**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**FORESTAR (USA) REAL ESTATE GROUP INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2023/2024 General Fund Budget

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2023-02**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT 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 desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**2. PRINCIPAL HEADQUARTERS.** The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of

\_\_\_\_\_ and within Polk County, Florida.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

**Uniting partners through exceptional  
landscape services**



**UNITED**  
**Land Services**

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**Hawthorne CDD**

**Landscape Maintenance and Irrigation Proposal**

**July 2023**

July 5, 2023

Hawthorne CDD  
c/o Forestar

**RE: Landscape Maintenance & Irrigation Proposal**

Dear Mr. Fife

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients.

The proposal pricing has been prepared through the use of landscape plans and is intended for budgetary purposes only. The proposal pricing may vary once the landscape is installed and/or landscape as built have been provided.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Jena Rodgers  
Director of Sales  
United Land Services  
[jrodgers@unitedlandservices.com](mailto:jrodgers@unitedlandservices.com)

# Scope of Services Summary

## Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

### LANDSCAPE MAINTENANCE PROGRAM

#### 1. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas too small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

#### 2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 15' in Paved areas.
- d. Palms under 15' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

#### 3. Fertilization & Pest Control Services

- a. Turf will be fertilized using a premium slow release granular fertilizer. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

# Scope of Services Summary

## Annual Maintenance Outline

### 4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

### 5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

### 6. Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Mulch will be installed at timeframe determined by HOA.
- c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

## ADDITIONAL SERVICES AND TEAM EXPECTATIONS

### 1. Extra Services

- a. We will provide extra/special services based on agreement and specifications set forth by the Client

### 2. Team Expectations

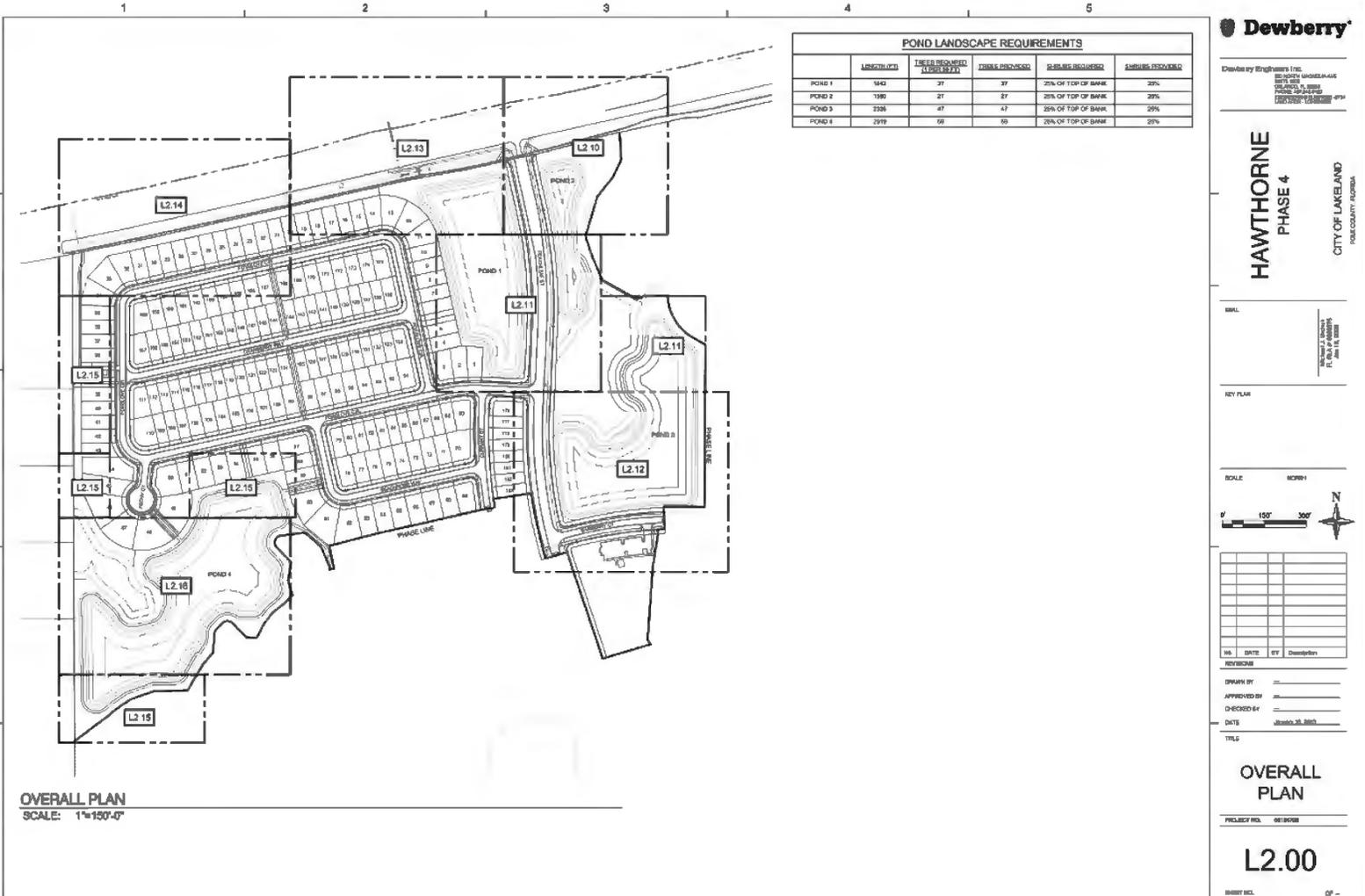
- a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

### 3. Appearance

- a. Our team is required to maintain a professional and well-groomed appearance at all times.

# Scope of Services Summary

## Mapping for Scope of Services



POND LANDSCAPE REQUIREMENTS					
	LENGTH (FT)	TREES REQUIRED (1" DBH @ 10' TALL)	TREES PROVIDED	2-DBH'S PROVIDED	SHRUBS PROVIDED
POND 1	1643	27	27	20% OF TOP OF BANK	25%
POND 2	1390	27	27	20% OF TOP OF BANK	25%
POND 3	2226	47	47	20% OF TOP OF BANK	25%
POND 4	2919	66	66	20% OF TOP OF BANK	25%

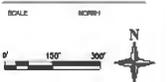
**Dewberry**

Dewberry Engineers Inc.  
 80 SOUTH WHEELER AVE  
 SUITE 100  
 PALM BEACH, FLORIDA 33480  
 PHONE: (561) 855-1100  
 FAX: (561) 855-1101  
 WWW.DEBERRY.COM

**HAWTHORNE**  
 PHASE 4  
 CITY OF LAKELAND  
 POLK COUNTY, FLORIDA

DATE: \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_

KEY PLAN



NO.	DATE	BY	DESCRIPTION

DESIGNED BY \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 DATE: 11/16/2011

TITLE  
**OVERALL PLAN**

PROJECT NO. 0819008  
**L2.00**  
 SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_







PLANT SCHEDULE

TREES	COMMON NAME
AR	Red Maple
BR	River Birch
BS	Shiny Starburst Palm
EJ	Japanese Blackberry Tree
JS	Southern Red Cedar
LD	Redbud Crape Myrtle Multi-Trunk
LIT	Tussock Crape Myrtle
LM	Manzanita Crape Myrtle
LJ	Japanese Pine
LS	Sweet Gum
LG	Chinese Fan Palm
LR	Linderoo Palm
MS	Southern Magnolia
MS	Sweet Bay
PC	Dwarf Sweet Pine
OK	Small Live Oak
OV	Live Oak
TJ	Palm Cypress
TD	Black Cypress
UA	Acorn Elm

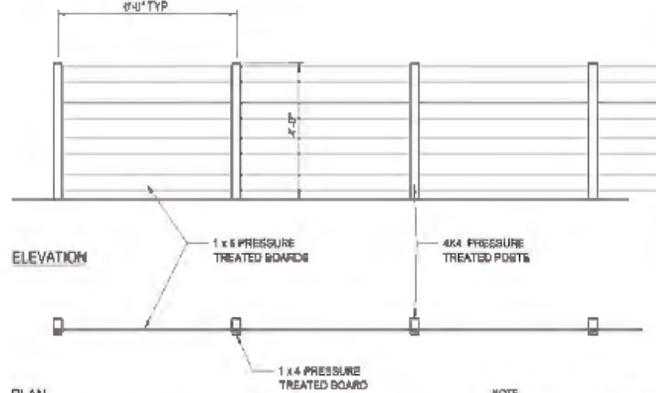
SHRUBS	COMMON NAME
PN	Yucca Pine
VD	Sweet Viburnum

SMALL BUSHES	COMMON NAME
BB	Urbain Bouvard
OV	Orchid
OV	Amorice Ice
MC	Pink Minka
PC	Prostrate Yucca
BT	Variegated Tangelo
BR	San Palmetto
BB	Small Coral Grass
TF	Claret Ficus
TP	Katibaknow Grass
ZP	Courde Palm

GROUND COVERS	COMMON NAME
AT	Arabis
AD	Prostrate Fern
DI	Partheni Lily
OP	Dwarf Gardenia
LGR	Swampy Gardenia
OP	Arabis
TA	Asian Anemone
TY	Swampy Gerbil



D2 THREE RAIL FENCE DETAIL  
SCALE: 1/2" = 1'-0"

NOTE: ALL FENCE MATERIALS TO BE STAINED BLACK.

	CDD Pond Sod	28521.7 SQ FT
	HOA Sod Irrigated	8552.3 SQ FT
	CDD Bed Space	3551.3 SQ FT
	HOA Bed Space	1335.8 SQ FT
	CDD Pond Edge	396.5 FT
	CDD Soft Edge	867.7 FT
	HOA Soft Edge	329.5 FT



LANDSCAPE PLAN  
SCALE: 1" = 30'-0"



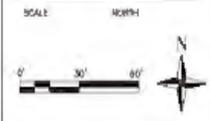
Dewberry Engineers Inc.  
80 HOUGHMAN AVENUE  
SUITE 100  
DUBLINO, FL 33825  
PHONE: 813-251-1100  
FAX: 813-251-1101  
WWW.DEBERRY.COM

HAWTHORNE  
PHASE 4

CITY OF LAKELAND  
POLK COUNTY, FLORIDA

SCALE: 1" = 30'-0"

KEY PLAN



NO.	DATE	BY	DESCRIPTION

DRAWN BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: January 23, 2023

LANDSCAPE PLAN

PROJECT NO.: 2014798

L2.13







**Your Investment**

# Exhibit B: Your Investment

## Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
<b>Core Maintenance</b> Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$3,351	\$40,212
<b>Irrigation Inspections</b> Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$168	\$2,016
<b>Fertilization &amp; Chemical Treatments</b> Includes 2 Shrub Fertilization & Pest Control Applications	\$127	\$1,524
<b>Palm Pruning</b> Pruning of 105 Premium Palms 1 x Per Year	\$533	\$6,396
<b>Total for Landscape Maintenance</b>	\$4,179	\$50,148

Landscape maintenance proposal is based upon landscape plans and is intended for budgetary purposes only.

Pricing may vary once landscape is installed and landscape as built have been provided.

Additional Items	Quantity	Price
<b>Mulch</b>	258 yards	\$14,964
<b>Annuals</b>	704 annuals 4 x's Per Year	\$6,336

## SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between \_\_\_\_\_ (the “**Customer**”), and Florida ULS Operating, LLC DBA United Land Services, LLC (the “**Contractor**”). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer in accordance with the following terms and conditions of this Agreement.

Service Address: \_\_\_\_\_

Bill to Address \_\_\_\_\_

1. *Term.* The initial term of the Agreement shall commence for a three (3) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. After expiration of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice.

2. *Services.* Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the “Services”). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor’s liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.

3. *Compensation.* In consideration of the Contractor’s performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit B** for the total monthly amount of \$\_\_\_\_\_. On each anniversary date of this Agreement, the agreed upon fees for Contractor’s Services shall be increased by 3% over the previous year’s level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor’s income.

4. *Confidentiality.* Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity.

5. *Late Payment.* If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor’s attorney’s fees, court costs, and all other expenses incurred.

6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.

7. **Notices.** Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: Attention \_\_\_\_\_ 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223. Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.

8. **Insurance.** Contractor acknowledges and agree that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.

9. **Licenses.** Contractor shall maintain all applicable licenses and permits within the cities, counties and states of operations.

10. **Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.

11. **General.** Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

<b>CONTRACTOR</b>	<b>CUSTOMER</b>
Florida ULS Operating, LLC DBA United Land Services, LLC	
_____ Signature	_____ Signature
_____ Date	_____ Date



*Uniting partners through exceptional  
landscape services*

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 12,330	\$ -	\$ 12,330
Due from Landowner	2,416	-	2,416
Total assets	<u>\$ 14,746</u>	<u>\$ -</u>	<u>\$ 14,746</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 2,416	\$ -	\$ 2,416
Due to other	4,603	-	4,603
Due to Landowner	1,763	6,880	8,643
Landowner advance	6,000	-	6,000
Total liabilities	<u>14,782</u>	<u>6,880</u>	<u>21,662</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	2,416	-	2,416
Total deferred inflows of resources	<u>2,416</u>	<u>-</u>	<u>2,416</u>
Fund balances:			
Restricted for:			
Debt service	-	(6,880)	(6,880)
Unassigned	(2,452)	-	(2,452)
Total fund balances	<u>(2,452)</u>	<u>(6,880)</u>	<u>(9,332)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,746</u>	<u>\$ -</u>	<u>\$ 14,746</u>

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 2,406	\$ 26,780	\$ 134,478	20%
Total revenues	<u>2,406</u>	<u>26,780</u>	<u>134,478</u>	20%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	2,000	18,000	40,000	45%
Legal	-	1,769	25,000	7%
Engineering	357	357	2,000	18%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	750	0%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	-	-	500	0%
Printing & binding	42	375	500	75%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,910	5,500	107%
Contingencies/bank charges	-	42	500	8%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,416</u>	<u>27,483</u>	<u>94,790</u>	29%

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Field operations</b>				
Field operations manager	-	-	1,500	0%
Landscaping contract labor	-	-	12,500	0%
Insurance: property	-	-	1,250	0%
Backflow prevention test	-	-	38	0%
Irrigation maintenance/repair	-	-	750	0%
Plants, shrubs & mulch	-	-	2,000	0%
Annuals	-	-	2,000	0%
Tree trimming	-	-	500	0%
Signage	-	-	250	0%
General maintenance	-	-	1,000	0%
Fence/wall repair	-	-	750	0%
Aquatic control - ponds	-	-	1,800	0%
Wetland maintenance	-	-	6,000	0%
Fountain electric	-	-	1,200	0%
Fountain maintenance	-	-	500	0%
Electric:				
Irrigation	-	-	600	0%
Street lights	-	-	4,500	0%
Entrance signs	-	-	300	0%
Water- irrigation	-	-	2,250	0%
Total field operations	<u>-</u>	<u>-</u>	<u>39,688</u>	<u>0%</u>
Total expenditures	<u>2,416</u>	<u>27,483</u>	<u>134,478</u>	<u>20%</u>
Excess/(deficiency) of revenues over/(under) expenditures	(10)	(703)	-	
Fund balances - beginning	<u>(2,442)</u>	<u>(1,749)</u>	-	
Fund balances - ending	<u>\$ (2,452)</u>	<u>\$ (2,452)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

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

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(6,880)</u>	 <u>(6,880)</u>
Fund balances - ending	<u>\$ (6,880)</u>	<u>\$ (6,880)</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 a Regular Meeting on June 14, 2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

**Present at the meeting were:**

Bill Fife	Chair
Mary Moulton	Vice Chair
John (JC) Nowotny	Assistant Secretary
Lauren Martin	Assistant Secretary

**Also present were:**

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

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 10:25 a.m. Supervisors Moulton, Fife and Nowotny were present. Supervisors Tyree and Potter were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Presentation of Supplemental Engineer's Report**

Ms. Cerbone stated a new, updated Report for Phase 1 was emailed this morning.

Mr. Allen presented the updated Supplemental Engineer's Report, noting the following:

- The updated version reflects the assessment area as just the Phase 1 construction area.
- The construction costs are updated based on current market costs.
- The assessment area only covers the 183 lots in the Phase 1 area; the amenity and Phases 2, 3 and 4 are not included.

42 ➤ Most off-site improvements are still included in the Phase 1 construction.

43 Mr. Earlywine stated the cost is approximately \$8.1 million, which is above the bond  
44 sizing. He asked about the timing of substantial completion of the roads, utilities, etc. Mr. Allen  
45 stated that the roads are mostly completed, some off-side roadwork must be rectified, lift  
46 station startup is pending, most infrastructure is installed and the as-builts are done.

47 Mr. Earlywine recalled that the bond par amount is estimated to be \$3.3 million. Mr.  
48 Nowotny stated that substantial completion is targeted for mid to late-July. There is power to  
49 the lift station but the panels are pending and should be delivered in early to mid-July.

50

51 **FOURTH ORDER OF BUSINESS**

**Presentation of Preliminary First  
Supplemental Special Assessment  
Methodology Report 4**

52  
53  
54  
55 Ms. Cerbone presented the Preliminary First Supplemental Special Assessment  
56 Methodology Report 4. She noted the following:

57 ➤ The Methodology contains assumptions so, when it is approved as part of adopting  
58 Resolution 2023-04, it is with the understanding that both the Methodology and Engineer’s  
59 Report are being adopted in substantial form so that any necessary adjustments can be made.

60 ➤ The estimated Phase 1 project area par amount of bonds is \$3.2 million for a total  
61 estimated amount of \$2.8 of bond proceeds for the construction fund.

62 ➤ The Methodology sets forth the product types, total number of units, estimated  
63 construction costs, estimated par value of the bonds, debt service, costs of issuance, fund  
64 reserve, net proceeds, Equivalent Residential Unit (ERU) weightings, Capital Improvement Plan  
65 (CIP) costs, maximum amount of debt for each product type, etc.

66

67 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04,  
Delegating to the Chairman of the Board of  
Supervisors of Hawthorne Mill North  
Community Development District (the  
"District") the Authority to Approve The  
Sale, Issuance and Terms of Sale of  
Hawthorne Mill North Community  
Development District Capital Improvement  
Revenue Bonds, Series 2023 (Assessment  
Area One), as a Single Series of Bonds  
Under the Master Trust Indenture (the  
"Series 2023 Bonds") in Order to Finance**

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79 the Assessment Area One Project;  
80 Establishing the Parameters for the  
81 Principal Amounts, Interest Rates,  
82 Maturity Dates, Redemption Provisions  
83 and Other Details Thereof; Approving the  
84 Form of and Authorizing the Chairman to  
85 Accept the Bond Purchase Contract for the  
86 Series 2023 Bonds; Approving a Negotiated  
87 Sale of the Series 2023 Bonds to the  
88 Underwriter; Approving the Forms of the  
89 Master Trust Indenture and First  
90 Supplemental Trust Indenture and  
91 Authorizing the Execution and Delivery  
92 Thereof by Certain Officers of the District;  
93 Appointing a Trustee, Paying Agent and  
94 Bond Registrar for the Series 2023 Bonds;  
95 Approving the Form of the Series 2023  
96 Bonds; Approving the Form of and  
97 Authorizing the Use of the Preliminary  
98 Limited Offering Memorandum and  
99 Limited Offering Memorandum Relating to  
100 the Series 2023 Bonds; Approving the Form  
101 of the Continuing Disclosure Agreement  
102 Relating to the Series 2023 Bonds;  
103 Authorizing Certain Officers of the District  
104 to Take All Actions Required and to  
105 Execute and Deliver All Documents,  
106 Instruments and Certificates Necessary in  
107 Connection with the Issuance, Sale and  
108 Delivery of the Series 2023 Bonds;  
109 Authorizing the Vice Chairman and  
110 Assistant Secretaries to Act in the Stead of  
111 the Chairman or the Secretary, as the Case  
112 May Be; Specifying the Application of the  
113 Proceeds of the Series 2023 Bonds;  
114 Authorizing Certain Officers of the District  
115 to Take All Actions and Enter Into All  
116 Agreements Required in Connection with  
117 the Acquisition and Construction of the  
118 Assessment Area One Project; and  
119 Providing an Effective Date

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121 Ms. Wilhelm presented Resolution 2023-04, known as the Delegated Award Resolution,  
122 which accomplishes the following:

- 123 ➤ Delegates to the Chair the authority to enter into a Bond Purchase Contract as long as  
124 the terms of the Contract are within the parameters approved in the Resolution.

125 ➤ Approves the forms of certain documents, in substantial form, that are needed to  
 126 market, price and sell the bonds, including the Bond Purchase Contract, Master and First  
 127 Supplemental Trust Indentures, Preliminary Limited Offering Memorandum (PLOM) and the  
 128 Continuing Disclosure Agreement.

129 ➤ Sets forth the specific parameters which must be met in order for the Chair to enter into  
 130 the Bond Purchase Contract.

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**On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor, Resolution 2023-04, Delegating to the Chairman of the Board of Supervisors of Hawthorne Mill North Community Development District (the "District") the Authority to Approve The Sale, Issuance and Terms of Sale of Hawthorne Mill North Community Development District Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One), as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2023 Bonds") in Order to Finance the Assessment Area One Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2023 Bonds; Approving a Negotiated Sale of the Series 2023 Bonds to the Underwriter; Approving the Forms of the Master Trust Indenture and First Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series 2023 Bonds; Approving the Form of the Series 2023 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2023 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2023 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Issuance, Sale and Delivery of the Series 2023 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Specifying the Application of the Proceeds of the Series 2023 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter Into All Agreements Required in Connection with the Acquisition and Construction of the Assessment Area One Project; with all documents in substantial form, and Providing an Effective Date, was adopted.**

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**SIXTH ORDER OF BUSINESS**

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**Consideration of Resolution 2023-05, Setting Forth the Specific Terms of the District’s Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s**

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**Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date**

Mr. Kantarzhi presented Resolution 2023-05. Mr. Earlywine stated this is the Final Assessment Resolution. It delegates authority to Staff to update the Supplemental Engineer’s and Supplemental Assessment Methodology Reports to match the final pricing of the bonds.

**On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor, Resolution 2023-05, Setting Forth the Specific Terms of the District’s Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One); Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Issuer’s Counsel Documents**

Mr. Earlywine the presented and explained the purpose of the following documents:

- A. Collateral Assignment**
- B. Completion Agreement**
- C. Declaration of Consent**
- D. Disclosure of Public Finance**
- E. Notice of Special Assessment**
- F. True-Up Agreement**

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**On MOTION by Ms. Moulton and seconded by Mr. Fife, with all in favor, the Collateral Assignment, Completion Agreement, Declaration of Consent, Disclosure of Public Finance, Notice of Special Assessment and True-Up Agreement, all in substantial form, were approved.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Acquisition of Work Product and Improvements**

Mr. Earlywine stated that work on the acquisition documents is underway.

**On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor, acquisition of the work product and improvements, as set forth in the updated Engineer’s Report, in a not-to-exceed amount of approximately \$8.1 million, and authorizing Staff to prepare the forms and documents necessary for conveyance, was approved.**

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date**

**On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, Resolution 2023-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date, was adopted.**

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date**

This item was deferred.

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of April 30, 2023**

**On MOTION by Ms. Moulton and seconded by Mr. Martin, with all in favor, the Unaudited Financial Statements as of April 30, 2023, were accepted.**

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**TWELFTH ORDER OF BUSINESS**

**Approval of April 12, 2023 Regular Meeting Minutes**

**On MOTION by Ms. Moulton and seconded by Mr. Fife, with all in favor, the April 12, 2023 Regular Meeting Minutes, as presented, were approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kutak Rock LLP**

There was nothing further to report.

**B. District Engineer: Dewberry Engineers, Inc.**

There was nothing further to report.

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

- **0 Registered Voters in District as of April 15, 2023**
- **NEXT MEETING DATE: July 12, 2023 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 next meeting will be on July 12, 2023, unless cancelled.

**FOURTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Ms. Lauren Martin submitted her resignation from Seat 4.

**On MOTION by Mr. Nowotny and seconded by Mr. Fife, with all in favor, the resignation of Ms. Lauren Martin, was accepted.**

**FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 9:55 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**HAWTHORNE MILL NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Ramada by Wyndham Davenport Orlando South  
43824 Highway 27, Davenport, Florida 33837-6808*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 12, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>November 9, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>December 14, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>January 11, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>February 8, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>March 8, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>April 12, 2023</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>May 10, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>June 14, 2023</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>July 12, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>August 9, 2023</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>
<b>September 13, 2023</b>	<b>Regular Meeting</b>	<b>9:30 AM*</b>

*\*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 a.m., respectively.*